

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1   88	
2. CONTRACT NO.		3. SOLICITATION NO. N00189-15-R-2027		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED	
7. ISSUED BY NAVSUP FLC NORFOLK PHILADELPHIA OFFICE 700 ROBBINS AVENUE, BLDG. 2B PHILADELPHIA PA 19111-5083		CODE N00189		8. ADDRESS OFFER TO (If other than Item 7) <b>See Item 7</b>		6. REQUISITION/PURCHASE NO. H912695015A111	
TEL:		FAX:		TEL:		FAX:	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

### SOLICITATION

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in \_\_\_\_\_ until \_\_\_\_\_ local time \_\_\_\_\_ (Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME NICHOLAS MILILLO	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 215-697-0321	C. E-MAIL ADDRESS nicholas.milillo@navy.mil
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### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	
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14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NO (Include area code)	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
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### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)
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24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE
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26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE
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**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

Section A - Solicitation/Contract Form

NOTICE TO OFFERORS

NOTICE TO OFFERORS:

**\*\*THIS IS A DRAFT RFP. THE FINAL VERSION OF THE RFP WILL NOT CONTAIN THE ‘DRAFT’ WATERMARK.\*\***

1. Proposals shall be delivered by the date and time specified on the cover page of this document, unless revised by written amendment. Proposals shall be addressed and submitted to the following location:

NAVSUP FLC, NORFOLK – PHILADELPHIA OFFICE  
ATTN: MR. NICHOLAS MILILLO (CODE 290.1C)  
700 ROBBINS AVENUE, BLDG 2B  
PHILADELPHIA, PA 19111-5083

THE OUTER PACKAGE BEING DELIVERED SHALL BE MARKED: RFP# N00189-15-R-Z027.

NOTE: Method of Proposal Submission

Faxes, e-mails, and/or responses through NECO or any method other than Hard Copy format are not acceptable. Delivery of responses shall be via United States Postal Service or Overnight Delivery Services only; no hand-delivery or courier delivery shall be accepted.

2. Point of Contact for this RFP is as follows:

Mr. Nicholas Milillo  
Code 290.1C  
Phone: 215-697-0321  
[nicholas.milillo@navy.mil](mailto:nicholas.milillo@navy.mil)

3. All prospective offerors are requested to submit all questions prior to the pre-solicitation conference in writing via EMAIL to [nicholas.milillo@navy.mil](mailto:nicholas.milillo@navy.mil). Questions received in any other form will not be answered. Once all questions have been received, the solicitation will be amended accordingly to answer all appropriate questions that have been received.
4. NOTICE TO OFFERORS: IT IS THE POLICY OF THE DEPARTMENT OF DEFENSE TO THE MAXIMUM EXTENT PRACTICABLE , TO MAXIMIZE THE NUMBER OF SMALL AND SMALL DISADVANTAGED BUSINESS (SDB) CONCERNS PARTICIPATING IN DEFENSE PRIME AND SUBCONTRACTS. OFFERORS SHOULD TAKE THE NECESSARY STEPS TO MAXIMIZE SDB SUBCONTRACTS. SEE SECTION L “INSTRUCTIONS TO OFFERORS” FOR SUBCONTRACTING GOALS.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	PROFESSIONAL SUPPORT SERVICES CPFF PRICED LINE. CPFF O&M FUNDED ORDERS WILL BE PLACED UNDER THIS CLIN FOB: Destination MILSTRIP: H912695015A111 PURCHASE REQUEST NUMBER: H912695015A111	UNDEFINED	Lot		
				MAX COST	
				FIXED FEE	
				TOTAL MAX COST + FEE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	PROFESSIONAL SUPPORT SERVICES FFP Firm Fixed Priced (FFP) O&M Funded Efforts in support of CLIN 0001 - LEAVE UNPRICED (SEE Section B, LEVEL OF EFFORT) FOB: Destination	UNDEFINED	Lot		
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003	PROFESSIONAL SUPPORT SERVICES CPFF	UNDEFINED	Lot		
	Cost-Plus-Fixed-Fee (CPFF) R&D Funded Efforts in support of CLIN 0001 - LEAVE UNPRICED (SEE Section B, LEVEL OF EFFORT)				
	FOB: Destination				

	MAX COST	
	FIXED FEE	
	TOTAL MAX COST + FEE	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004	PROFESSIONAL SUPPORT SERVICES FFP	UNDEFINED	Lot		
	Firm Fixed Priced (FFP) R&D Funded Efforts in support of CLIN 0001 - LEAVE UNPRICED (SEE Section B, LEVEL OF EFFORT)				
	FOB: Destination				

	MAX NET AMT	_____
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005	TRAVEL COST NOT TO EXCEED \$6,119,951 FOB: Destination	UNDEFINED	Lot		

MAX COST

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006	ODCS COST NOT TO EXCEED \$156,121 FOB: Destination	UNDEFINED	Lot		

MAX COST

**CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE**

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001		\$		\$
0002		\$		\$
0003		\$		\$
0004		\$		\$

0005	\$	\$
0006	\$	\$

**B4B**

**LEVEL OF EFFORT (COST TYPE CONTRACT)**

(a) This contract is one of a set of Multiple Award Contracts (MAC). The Estimated Total Hours to be ordered under this MAC program during the program’s ordering period is based upon the following level of effort:

**Personnel Resource Band**

<b>Personnel Resource Bands</b>	<b>Hours</b>
Program Management	61,700
- Labor Categories:	
Program Manager	
Operations Support	786,280
- Labor Categories:	
Requirements Analyst	
Systems Analyst	
JDAT Analyst	
Technical Support	662,155
- Labor Categories	
Systems Engineer	
JDAT Engineer	
Knowledge Engineer	
System Integrator	
Research Scientist	
Enterprise Architect	
Database Administrator	
Operations Analyst	
Architect Analyst	
Technician	
Web Developer	
Functional Support	47,700
- Labor Categories	
Information Specialist	
Financial Analyst	
Office Manager	
Writer/Editor	
<b>Estimated Total Hours</b>	<b>1,557,835</b>

(b) The Estimated Total Hours include overtime and subcontracting hours but exclude holidays, sick leave, vacation days and other absences.

(c) CPFF task orders resulting from task order solicitations may be either term or completion type. The number of hours expended per month under each resulting term-type task order shall be commensurate with the pursuit of

performance of the task order's statement of work, provided that such fluctuation does not result in the utilization of the task order hours prior to the expiration of the task order. The number of hours for any labor category may be utilized by the contractor for any other labor category if necessary in performance of the contract.

(d) The Contracting Officer may place orders in excess of the MAC program's Estimated Total Hours until the MAC program's total estimated cost has been expended. The Contracting Officer may also place orders in excess of the MAC program's total estimated cost until the MAC program's Estimated Total Hours have been expended. In no event, however, will the Contracting Officer, pursuant to this paragraph (d), place orders in excess of the MAC program's Estimated Total hours if the Contracting Officer has placed orders in excess of the MAC program's total estimated cost. Nor will the Contracting Officer, pursuant to this paragraph (d), place orders in excess of the MAC program's total estimated cost if the Contracting Officer has placed orders in excess of the MAC program's Estimated Total Hours. The Contracting Officer may extend the MAC contracts' periods in order to place orders up to the MAC program's total estimated cost and the Estimated Total Hours.

(e) If at any time during this contract the contractor expends in excess of 85% of the available estimated manhours of direct labor (at the individual contract and task order levels), the contractor shall immediately notify the Contracting Officer in writing. Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the clause entitled "Limitation of Cost" and/or "Limitation of Funds."

(f) For any resultant fixed-price task orders, the hours proposed shall be considered against the MAC program's Estimated Total Hours.

(g) Mechanism for Contract Pricing Adjustments for the Issuance of Firm Fixed Price Task Orders

This contract contains a CLIN that is Firm Fixed Price (FFP). When the Government sees fit to issue an FFP task order, the Government will modify the contract Lot's FFP CLIN to cover the price of the FFP CLIN of the prospective FFP task order, and concurrently offset the FFP task order amount/level of effort by decrementing the pricing and level of effort of the CPFF CLIN, and if appropriate, decrementing the pricing of the Travel and Materials CLINs.

In response to an FFP task order RFQ, the contractor shall provide a quote that includes a cost breakdown of the same level of detail as required for CPFF Task Order RFQs. After evaluation of the quote (or quotes) received and agreement on price between the Contracting Office and the apparent successful task order awardee, the Government will use the pricing information utilized for calculating the amount of the prospective FFP task order to make adjustments in the value of the analogous FFP, CPFF, Travel, and Materials CLINs for the contract Lot.

The adjustments shall be calculated as follows:

1. The total amount of the contract Lot FFP CLIN will be increased by the total FFP amount of the prospective FFP task order.
2. The total estimated level of effort associated with the contract Lot CPFF CLIN will be decreased by the number of hours estimated for the award of the prospective FFP task order.
3. The Total Fixed Fee of the contract Lot CPFF CLIN will be decreased by the amount equal to the fixed fee percentage negotiated for the award of the contract lot as applied to the cost of the prospective FFP task order.
4. The Total Estimated Cost of the contract Lot CPFF CLIN will be decreased by the sum of the total estimated cost of the prospective FFP task order plus the difference between the profit amount of the prospective FFP task order minus the fixed fee amount decremented from the contract Lot CPFF Total Fixed Fee.
5. The contract Lot Travel and Materials CLINs will be decreased by the travel and materials amounts included within the amount estimated for the award of the prospective FFP task order.

The contract modification necessary to effect the contract pricing schedule and level of effort changes for the issuance of an FFP task order will be issued concurrent with the FFP task order. The Contracting Officer reserves the right to issue these types of contract modifications unilaterally and the modification will cite the contract clause entitled "Level of Effort", paragraph (g), as the authority for the modification.

(End of Provision)

#### PROFIT UNDER FFP TASK ORDERS

Profit for FFP task orders shall be established at the task order level and will be included within the firm fixed pricing of the task order. The maximum profit percentage that the contractor can quote in response to an FFP task order solicitation that is to be issued under an exception to the fair opportunity process is the fixed fee percentage that was determined for the award of the contract calculated in the manner used for the proposal for the contract. In response to FFP task order solicitations issued under the fair opportunity process, the contractor may propose a lower or higher profit percentage than the maximum profit percentage defined above.

(End of Provision)

#### B5

##### **LEVEL OF EFFORT - TASK ORDER PERFORMANCE**

It is understood and agreed that for each CPFF task order issued under this contract, the number of hours and the total dollar amount for each labor category specified in any task order issued under this contract are estimates only and shall not limit the use of hours or dollar amounts in any labor category which may be required and provided for under an individual task order. Accordingly, in the performance of any CPFF task order, the contractor shall be allowed to adjust the quantity of labor hours provided for within labor categories specified in the order provided that in so performing the contractor shall not in any event exceed the ceiling price restrictions of any order, including modifications thereof.

#### B6B

##### **PAYMENT OF FIXED FEE UNDER CPFF TASK ORDERS (MULTIPLE AWARD INDEFINITE DELIVERY, COST PLUS FIXED FEE TASK ORDERS)**

- (a) This contract is one of a set of Multiple Award Contracts (MAC). The fixed-fees established in the individual contracts are estimates only. The total Fixed Fee to be paid under any individual contract is the sum of the Fixed-Fees identified in any resultant CPFF task orders awarded to the individual contract holder. Fixed-price task orders do not impact the total fixed-fee to be paid under this clause.
- (b) For CPFF task orders, the Government shall make monthly payments at the fixed fee payout rate established in accordance with paragraphs (1) and (2) below, for each task order direct labor hour invoiced by the contractor. The CPFF task order fixed-fee and fixed-fee payout rates shall be established as follows:
  - (1) Non-Competitive CPFF Task Orders - The fixed fee payout rate for non-competitive task orders to be paid under any individual task order will be the hourly fee rate determined by dividing MAC solicitation's Estimated Total Hours by the individual contractor's proposed fixed fee for the award of the MAC contract. The task order fixed-fee shall be calculated by multiplying the task order level of effort by the below hourly fixed-fee payout rates –

\* To Be Completed At Time of Award

- (2) Competitive CPFF Task Orders – The fixed-fee for competitive task orders shall be established by the competitive solicitation process. The maximum fixed fee percentage an individual contractor shall quote in response to any competitive CPFF task order solicitation is the fixed fee percentage that contractor proposed for the award of the MAC contract calculated in the same manner used for the proposal for the contract. However, the contractor is free to propose a lower fee percentage rate than that contractor proposed for the award of the MAC contract. The fixed fee payout rate under each competitive CPFF task orders shall be calculated by dividing the proposed fixed fee amount for that task order by the task order’s estimated level of effort.
- (c) If substantially fewer than the estimated hours established in any task order are employed in the performance of that task order, then the fixed fee amount for the task order shall be equitably reduced to reflect the reduction of work.
- (d) All payments shall be in accordance with the provisions of FAR 52.216-8, “Fixed Fee,” and FAR 52.216-7, “Allowable Cost and Payment.” The total of all such payments shall not exceed eighty-five (85%) percent of the fixed fee specified under each applicable delivery/task order. Any balance of fixed fee due the contractor shall be paid to the Contractor, and any over-payment of fixed fee shall be repaid to the Government by the Contractor, or otherwise credited to the Government at the time of final payment.

**B13**

**COMPETITIVE OVERTIME (UNCOMPENSATED OVERTIME) AND THE IDENTIFICATION OF RATIOS**

- (a) Uncompensated overtime will only be considered for evaluation purposes as set forth in the Section M provision entitled “Evaluation Criteria and the Basis for Award.” If an offeror decides to include uncompensated overtime in its proposal, the FAR clause at 52.237-10 and this clause will apply during the performance of any resultant contract.
- (b) If an offeror decides to include Uncompensated Overtime in their proposal, he shall complete the table which appears below. The purpose of this table is to identify the ratio derived by relating the proposed hours per week to 40 hours per week for each labor category. That ratio which is proposed for a particular labor category will apply for all personnel (including substitute and additional personnel) approved to work within a particular labor category for the duration of the contract period.
- (c) Any offeror who proposes direct labor rates adjusted due to the effect of uncompensated overtime must complete the following table. An offeror who proposes uncompensated overtime and fails to complete the following table may be removed from consideration for award.
- (d) An offeror proposing direct labor rates adjusted for uncompensated overtime shall furnish with their proposal a copy of the corporate policy addressing uncompensated effort. Additionally, the offeror must provide evidence of the DCAA/DCMAO approval of that policy.

**INFORMATION TO BE COMPLETED BY OFFEROR**

Labor Category	*Base Hourly/Week Adjusted for Uncompensated Overtime	Hrs Proposed/Week	**Ratio	***Proposed Rate
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____


\*Base Hourly Rate - that is unadjusted for the effect of uncompensated overtime.

\*\*Ratio - the rate derived from the proposed hours per week in relation to a 40 hour week (e.g., Project Manager 40 hours/50 hours = 80% ratio)

\*\*\*Proposed Rate Adjusted for Uncompensated Overtime = Base Hourly Rate X Ratio (e.g., \$10.00 x 80% = \$8.00)

DRAFT

## Section C - Descriptions and Specifications

### PERFORMANCE WORK STATEMENT

#### **Command, Control, Communications, and Computers (C4) and Cyber Requirements, Integration, Architectures, and Assessment**

#### **1.0 Description of Services**

**1.1 General.** This contract will provide support to Joint Staff J6 Directorate for Command, Control, Communications, and Computers/ Cyber (DDC4) through individual task orders negotiated and awarded by the Contracting Officer under this Indefinite Delivery, Indefinite Quantity (IDIQ), Multiple-Award Contract (MAC).

#### **1.2 Background.**

1.2.1 Mission. The mission of the Joint Staff J6 is to serve the Chairman of the Joint Chiefs of Staff (CJCS), develop C4 and Cyber capability requirements and facilitate on behalf of the Joint Force in order to deliver a sustained information advantage, enable decision and action at the speed of the problem, and to ensure the warfighter receives jointly integrated and effective capabilities necessary to conduct operations. On behalf of the J6 Director, the Deputy Directorate for Cyber and Command, Control, Communications, and Computers Integration (DDC5I) leads efforts for Cyber and C4 capability development, integration and assessments, in order to achieve an interdependent joint force. The DDC5I provides a joint focal point to orchestrate, integrate, and manage designated capabilities across the Doctrine, Organization, Training, Materiel, Leadership and Education, Personnel, Facilities, and Policy (DOTMLPF-P). The Joint Staff J6 Directorate has a requirement for joint engineering, assessment, training and analysis support in order to accomplish the mission responsibilities of the CJCS and the Joint Staff. In order to effectively accomplish integration responsibilities, J6 identifies joint interoperability gaps, overlaps, and shortfalls that result in deficiencies in joint warfighting capabilities. Architectures, data, services, and standards are key enablers and criteria for assessment and integration.

1.2.2 Intent. Our vision frames how we will achieve organizational success.

- a. *People*: Utilize the operational experience of the Joint Staff and Military Services to influence and shape present and future C4 and Cyber capabilities.
- b. *Portfolio*: Deliver the Joint Force a horizontally integrated portfolio of quality C4/Cyber systems and services that anticipate and satisfy their operational needs.
- c. *Partners*: In concert with our mission partners develop networks of trust and collaboration across multiple domains.
- d. *Responsibility*: Solutions must be fiscally responsible, integrated and sustainable.
- e. *Customer*: We work for the Chairman on behalf of the warfighter at the tactical edge.
- f. *Productivity*: Be a highly effective, lean, agile and resourceful organization.

**2.0 Scope:** This statement of work defines the overall requirements that may be contained in individual task orders the contractor may be awarded to provide engineering and technical support of the DDC5I mission. Specific tasks include but are not limited to:

- a. Identify, assess, and recommend joint military C4/Cyber requirements and establish appropriate priority levels.
- b. Identify, develop, assess, and manage DOTMLPF C4/ Cyber capability needs and collaboratively identify solutions to address functional gaps and interoperability deficiencies.
- c. Develop joint C4 architecture products and review/analyze integrated architectures.
- d. Establish C2 data and services standards and enable access to authoritative data assets.
- e. Support the conduct of operational assessments and field analysis of existing and emerging C4 and Cyber capabilities and systems.
- f. Develop xml data models, schema, tools, translation capabilities, and web based services.

- g. Conduct lab and field data collection.
- h. Support DoD-wide efforts in Joint Close Air Support, Joint Fires, Combat ID, and Friendly Force Tracking.
- i. Analyze and develop C4/Cyber data, services, standards and architectures.
- j. Support C2 and Cyber operational assessments.
- k. Support integration and interoperability analysis of C2 systems.

### 3.0 Applicable Documents

- a. DoDD 5000.01, "The Defense Acquisition System", May 12, 2003, Certified Current as of November 20, 2007
- b. DoDD 4630.05, "Interoperability and Supportability of Information Technology (IT) and National Security Systems (NSS)", May 5, 2004, Certified Current as of April 23, 2007
- c. DoDD 8000.01, "Management of the Department of Defense Information Enterprise", February 10, 2009
- d. DoDI 4630.8, "Procedures for Interoperability and Supportability of Information Technology (IT) and National Security Systems (NSS)", June 30, 2004
- e. Interim DODI 5000.02, "Operation of the Defense Acquisition System", November 25, 2013
- f. CJCSI 3170.01H, "Joint Capabilities Integration and Development System (JCIDS)", January 10, 2012
- g. CJCSI 3265.01, "Command and Control Governance and Management", October 21, 2013
- h. CJCSI 5123.01F, "Charter of the Joint Requirements Oversight Council (JROC)", January 10, 2012
- i. CJCSI 6212.01F, "Net Ready Key Performance Parameter (NR KPP)", March 21, 2012
- j. CJCSI 6285.01 Series, "Multinational and Other Mission Partner (MNMP) Information Sharing Requirements Management Process"
- k. JCIDS Manual, [https://www.intelink.gov/wiki/JCIDS\\_Manual](https://www.intelink.gov/wiki/JCIDS_Manual)
- l. DoD 8570.01-M, Incorporating change 3, January 4, 2012
- m. DoD Directive 7045.14, The Planning, Programming, Budgeting, and Execution Process, January 25, 2013
- n. DODI 8110.01 Series, Multinational Information Sharing Networks Implementation
- o. CJCSI 8010.01C, Joint Community Warfighter Chief Information Officer.
- p. DoDI 8500.01, *Cybersecurity*, 14 March 2014
- q. DoD 5200.2-R, *Personnel Security Program*, January 1987
- r. DoDD 8570.0, *IA Training, Certification & Workforce Management*, 23 April 2007
- s. DOD Instruction 8570.01-M, *Information Assurance Workforce Improvement Program*, 19 December 2005 (change 3 - 24 January 2012)
- t. Joint Publication 3-33, *Joint Task Force Headquarters*, 16 February 2007
- u. Joint Publication 1-02, *DOD Dictionary of Military and Associated Terms*, Joint Doctrine, Education, and Training Electronic Information System (JDEIS) Web page
- v. CJCSM 3500.04, *Universal Joint Task List Manual*, JDEIS Web page
- w. DOD Command and Control (C2) Implementation Plan, 27 October 2009
- x. Joint Publication 3-0, *Joint Operations*, 11 August 2011
- y. DOD Instruction 5010.41, *Joint Test and Evaluation (JT&E) Program*, 12 September 2005
- z. JROCM 104-06, *Executive Steering Committee Report on Combat Identification, Blue Force Tracking and Joint Battlefield Situational Awareness*, 2 June 200
- aa. JROCM 032-09, *Establishment of the Joint Fires Executive Steering Committee*, 20 February 2009
- bb. CJCSM 3500.xx, *Integrating Experimentation and Test Activities into Joint Training and Exercises*, 1 January 2008
- cc. *Capabilities-Based Assessment User's Guide*, Version 2, Force Structure, Resources, and Assessments
- dd. *Test and Evaluation Management Guide*, Defense Acquisition University, Fifth Edition, January 2005
- ee. *Department of Defense Architecture Framework*, Version 2.2, Product Descriptions, 30 September 2010
- ff. *Joint Test and Evaluation (JT&E) Program Handbook*, Revision 1, J.H. Thompson, JT&E Program Office, Alexandria, Virginia, 29 June 2007
- gg. Title 10, US Code, Chapter 5, Joint Chiefs of Staff, sections 153
- hh. DOD Directive 5100.01, December 21, 2010, Functions of the Department of Defense and Its Major

Components

- ii. DOD Directive 5141.02, February 2, 2009, Director of Operational Test and Evaluation (DOT&E)
- jj. Joint Staff Manual 5100.01E, 21 February 2014, Organization and Functions of the Joint Staff
- kk. TS-10-04, November 2011, JDAT Standard Operating Procedure
- ll. TS-12-05, September 2012, JDAT Assessment Handbook

**4.0 Requirements.** Work to be performed and required deliverables under individual task orders shall be within the parameters of one or more of the requirements described below. The Contractor shall furnish all labor and provide technical documentation necessary in the performance of the order except for those facilities, material, equipment, and information to be provided by the Government as set forth in individual task orders. These requirements shall be performed in accordance with the applicable standard for such processes in effect at the time of issuance of the task order.

**4.1 Contract and Task Order Project Management.** The Contractor shall independently or as a member of a government and contractor team:

- a. Develop, deliver, and maintain integrated PM plans, reports, and schedules for the contract and task orders
- b. Develop and deliver project plans and schedules, status reports, white papers, technical point papers, Provisioning Plans, Plan of Action & Milestones (POA&M), technical reports and audiovisual media suitable for technical presentations, briefs, minutes and reports in support of tasked programs and projects.
- c. Participate in the planning of meetings, conferences, and working groups and develop minutes and trip reports.

**4.2 Capability, Programs, and Systems Analysis.** The Contractor shall provide technical support to the analysis and management of C2 and Cyber capability, programs and systems. The Contractor shall, independently or as a member of a government and contractor team:

- a. Analyze existing conceptual and requirements documents to assure conformance to operational, functional, technical, and contractually specified requirements.
- b. Analyze various phases of integrated system(s) applications.
- c. Support strategic planning, deliver feasibility studies, and perform scientific reviews.
- d. Develop concepts, analysis of alternatives, and other detailed analysis documentation (desktop analysis, e.g.).
- e. Analyze, develop and deliver capability requirements, architectures and models for evolving requirements and needs to implement current and future integrated interfaces and capabilities.
- f. Analyze and measure the effectiveness, efficiency, and interoperability of systems and capabilities.
- g. Deliver integrated plans for analyzing and evaluating the effectiveness of the functional (operational) and physical (systems and technical) architecture(s).
- h. Provide detailed Capability Based Assessments (CBA) to support Joint Staff directed areas of assessment.
- i. Provide program and technical support to conduct research, studies, and analysis in support of C4, Cyber, and Joint Staff directed assessments and related initiatives.
- j. Provide support for the coordination, facilitation, oversight and administration of collaborative forums to include U.S. and Partner Nation participants.

- k. Provide technical analysis and management support for the capability identification, development, integration, implementation, and fielding of tools, decision aids, and applications affecting Force Employment capabilities such as, but not limited to, Air Battle Management and Execution capabilities across the strategic, operational, and tactical levels of operations.

**4.3 Joint Command and Control (C2) Requirements Management.** The Contractor shall, independently or as a member of a government and contractor team:

- a. Develop and maintain a database of warfighter C2 and situational awareness capability issues, provide analytic support for capability gap prioritization and C2 analysis metrics, and support development of capability risk assessments, warfighter surveys, and lessons learned. Provide support for Lessons Learned activities.
- b. Provide support to plan, organize, execute, and assess C2-related working groups (e.g., Joint Air Interoperability Working Group (JAIWG); Intelligence Functional Working Group (IFWG); Common Operational Picture (COP) Working Group; Multinational and other Mission Partners (MNMP) working groups; and the Net-enabled Requirements Identification Database (NRID) team, and other CJCSI 3265.01 and CJCSI 6285.01 series working groups and forums.
- c. Provide technical and analytical support to plan and execute C2 governance and management forums and associated tasks. Forums include, but are not limited to: the Plan Build workshops, the Joint C2 Sustainment and Modernization Planning forums, and the Joint C2 Council of Colonels.
- d. Provide technical and analytical support to produce JCIDS and acquisition documents, information papers, and presentations in support of Joint C2 and Cyber capability development. Includes drafting, editing, and reviewing Concepts of Operations, Initial Capability Documents (ICDs), Capability Description Documents (CDDs), Capability Definition Packages (CDPs), Capability Packages (CPs), Integrated Support Plans, Sustainment and Modernization Plans, and Requirements Prioritized Sequence Plans.
- e. Provide support to the C4/Cyber Functional Capabilities Board (FCB) and the Joint Capabilities Board and their staffs. Provide advice on the JCIDS process and alternative approaches which may be used to format and approve requirements; draft, edit, and review Joint Requirements Oversight Council (JROC) Memorandums which may have an impact on Joint C2 and situational awareness capabilities and programs.
- f. Provide technical and analytical support to identify, define, and manage capability needs and requirements definition to develop, integrate, field and sustain joint C2 systems and associated programs within the Department of Defense (DoD). This includes support to help develop, modernize and sustain the following systems and capabilities: GCCS family of systems (FoS) and family of programs (FoP); Joint C2; Multinational and Mission Partners (MNMP); Future Mission Network/Mission Partner Environment; Unclassified Information Sharing; Global – Theater Security Cooperation Management Information System (G-TSCMIS); Adaptive Planning and Execution (APEX); Readiness capabilities; Situational Awareness capabilities; Intelligence support to C2; and C4 Cyber capabilities. This will require government approved access to specialized databases, fiscal planning documents and budgetary pre-decisional information.

**4.4 Requirements and Architecture Development.** The Contractor shall provide the support and expertise necessary to analyze or decompose Government provided requirements e.g. Joint Capability Integrated Development System (JCIDS), Program Directives and Joint Information Environment (JIE) Capability Upgrades. The Contractor shall independently or as a member of a government and contractor team:

- a. Develop system and software requirements documents, architectures and models for evolving C4/Cyber requirements and war fighter needs to implement new capabilities.

- b. Develop architectures as defined in the current Department of Defense Architectural Framework (DoDAF) using analysis and the Warfighting Mission Area Architecture Development Guide and Joint Mission Thread (JMT) Users Guide.
- c. Deliver and modify current joint integrated “as is” architectures to meet various future, “to be” requirements.
  - 1. Participate in the development of joint architectural standardized frameworks and methodologies, establishing data definitions and taxonomies that can be re-used by the joint community.
  - 2. Develop and maintain the architecture schema, business rules, and formats.
  - 3. Develop techniques and processes to translate architecture products and data between structured analysis and object oriented development methodologies.
  - 4. Provide architecture, engineering and technical support.
  - 5. Develop and support development of Joint Mission Threads (JMT) in accordance with the JMT Document and supporting documentation (e.g. measures).
  - 6. Analyze systems functions for the refinement of the Joint Common Systems Functions List (JCSFL).
  - 7. Conduct analysis of capability gaps, operational activities, operational plans (OPLANS), operational information exchanges, Net Ready Key Performance Parameters (NR KPP), systems interfaces, systems data, systems functions, enterprise services, technical standards for JCIDS and JIE performance, cost and schedule recommendations.
  - 8. Support development and implementation of JMT Application Framework and Data Model (AFDM) that will provide ability to integrate JMT architecture objects, models and views and share with internal and external organizations for reuse through a combination of manual and automated data transfers.
  - 9. Execute the coordinated implementation (CI) process to provide a collaborative environment to plan, fund, develop, test and field System of System (SoS) engineering changes in block upgrades across Service Support Digitally Aided Close Air Support (DACAS) systems.

**4.5 Architecture Information Sharing (to include Systems Integration & Web Development).** The Contractor shall, independently or as a member of a government and contractor team:

- a. Identify specific items with needs for improvements in software reliability, maintainability, maintenance requirements, quality requirements, and logistic support.
- b. Analyze programs that quantify the impact of proposed and implemented design and logistic support changes on cost and operational availability.
- c. Develop and deliver operational collection products in the format best suited for analysis and user requirements.
- d. Provide development and maintenance support for a DoD Enterprise level repository to store and integrate architecture data, models and analysis reports for discovery, accessibility and reuse in order to meet Joint Staff and DoD architecture-based analysis process requirements.
- e. Perform certification/accreditation procedures required to ensure the appropriate accreditation and security of Government-owned software produced, revised, modified, or supported.

- f. Perform specific information assurance certification or accreditation procedures and processes on Government owned software and embedded software systems.
- g. Maintain database operation and functional validation through developmental analysis and planned implementation of software programs.
- h. Provide engineering assistance and liaison on software products during installation and testing.
- i. Maintain operation, maintenance, and sustainment documents and diagrams.
- j. Deliver redline modifications to implement changes or enhancement required for optimal performance of software programs.
- k. Provide Information Technology (IT) support personnel (system, data, web) that meet DoD 8570 requirements for information assurance IAT-1.
- l. Develop non-proprietary XML based exchanges and web-based services to support architecture information sharing.
- m. Maintain configuration and change control of WMA and JIE architectures, engineering design specifications and Technical Architecture Descriptions.

**4.6 Integration and Interoperability Support.** The Contractor shall, independently or as a member of a government and contractor team:

- a. Provide interoperability, integration and sustainability analysis support to requirements capabilities, Key Performance Parameters, architectures and other documentation.
- b. Provide support to mission partnering and multinational capabilities development.
- c. Provide support to establish collaborative partnerships and governance with testing community to speed the delivery of C4 capabilities.
- d. Provide support for FCB/JCB/JROC processes and C4 governance forums to work cross-cutting integration issues.
- e. Provide support to improve unclassified and classified information sharing capabilities across DOTMLPF-P.
- f. Provide support to analyze, coordinate, and synchronize products, activities and requirement reviews to address capability gaps and interoperability deficiencies.
- g. Perform Interoperability Test and Evaluation of systems/equipment /component or other contract production end-items to demonstrate that the procured items fulfill joint integration and interoperability requirements and specifications.
- h. Provide support to the development and management of annual work plan; e.g., the Integrated Priorities Action Plan (IPAP)
- i. Provide support to government certification/accreditation procedures required to ensure the appropriate accreditation and security of Government-owned software.
- j. Provide assessment of interoperability in the C2 warfighter programs, potentially utilizing C2 Network (C2N) guidance and analyze using a system of systems approach in an operationally realistic environment to perform interoperability assessments, training, testing, certification, and experimentation.

- k. Provide research, analysis, and recommendation to enhance Service Oriented Architecture (SOA) and Systems Engineering (SE) disciplines within Joint Staff interoperability and capability assessment processes through the application of scientific Operations Research (OR) and Modeling and Simulation (M&S) techniques.

**4.7 Data and Services Support.** The Contractor shall, independently or as a member of a government and contractor team:

- a. Provide C4/Cyber Authoritative Data Source (ADS) Exposure execution, analysis, metrics and process support to include outreach.
- b. Provide analysis, process support and recommendations regarding ADS and warfighter operational priorities.
- c. Develop and support the configuration management of the National Information Exchange Model (NIEM) Military Operations (MilOps) Domain to include providing developer support tools as well as any other future NIEM domain development.
- d. Provide technical and analysis support for DDC51's participation in other existing NIEM Domains.
- e. Provide technical support, analysis and recommendations regarding XML, UML, taxonomies, ontologies and other related government and commercial/industry based specifications and standards.
- f. Provide technical support, analysis and recommendations regarding government or commercial/industry web-based services, mediation and translation activities.
- g. Provide technical and process related analysis and recommendations regarding data and service registries and registry federation.
- h. Provide analysis and recommendations regarding data and services Policy, Guidance, Process and Procedures.
- i. Provide support, analysis and recommendations to multinational, interagency, state, local, federal organizations regarding data, services and standards/specifications development, policy and processes.
- j. Develop non-proprietary XML exchanges, web-based service interfaces, UML, and taxonomic and ontological artifacts.
- k. Provide warfighter information sharing requirements support ensuring those requirements address data and services visibility, accessibility, understandability, interoperability, trusted, secure, responsive to user's needs as well as the specific capability needs.
- l. Provide analysis and recommendations regarding data and services reuse.
- m. Provide analysis and recommendations regarding tactical data links, US Message Text Format, Geospatial data exchange, and other existing messaging protocols and their management processes.
- n. Support technical and operationally, data and service related Joint Capability Technology Developments (JCTDs).
- o. Provide technical and process related support regarding data and services to the C4/Cyber Functional Capability Board (FCB), Joint Capability Board (JCB) and Joint Requirements Oversight Council (JROC).

**4.8 Joint Fires Support.** The Contractor shall, independently or as a member of a government and contractor team:

- a. Provide capabilities analysis and program support to the following functional areas: Joint Fires, Joint Close Air Support, Joint Combat Identification and Friendly Force Tracking.
- b. Provide subject matter and technical expertise to support government led teams for joint capability development and requirements management.
- c. Provide subject matter and technical expertise for the integration of operational concepts, architectures, and capability roadmaps.
- d. Provide support to the development of Joint Doctrine and JCIDS documentation.
- e. Provide program and technical support to technical reviews, meetings, forums, and exercises. This includes but is not limited to support of events such as Bold Quest, Joint Capabilities Technology Demonstrations, task forces, and working groups.
- f. Staff, research, and produce reports, briefings, and papers in support of Joint Staff Functional Capability Boards (FCB), Joint Capability Board, and Joint Requirements Oversight Council (JROC) decisions.

**4.9 Deployed Analysis in Operational Environments.** The Contractor shall, independently or as a member of a government and contractor team:

- a. Provide analytical, operational and technical support to conduct ‘deployed analysis’ in field environments that simulate military operations (Joint, Service or Coalition) using live, virtual and/or constructive (LVC) simulation; as well as real-world operations when applicable. ‘Deployed analysis’ is conducted away from home station for possibly extended periods of time.
  - (1) Support the integration and interoperability of Joint C4/Cyber information systems, their supporting architectures, data and service standards, and employed procedures spanning the C2, fires, and intelligence Joint functions.
  - (2) Work with current and emerging operational architectures; applicable doctrine, including tactics techniques and procedures (TTP); as well as relevant staffs and forces to operationalize the environment under study.
  - (3) Develop, coordinate and utilize new or existing test instrumentation.
  - (4) Develop, and sustain, coordinate, and/or utilize software tools for data collection and analysis.
  - (5) Develop empirical findings and facts-based recommendations, based on collected data, to generate proposed solutions for identified capability gaps or interoperability/integrations issues.
- b. Provide analytical and operational support to design, plan and manage multiple, complex analytic events prosecuted away from home station. Examples of support are, but not limited to: identify and action assessment requirements in the DDC5I Integrated Priorities Action Plan (IPAP); develop and manage an annual work plan to synchronize analysis requirements conducted in military Programs via LVC range complexes (both test and training); design and plan analysis for each analytic event; secure external agreements to develop and integrate DDC5I cross-divisional capabilities and tools; and secure external augmentation.
- c. Provide technical support to plan, engineer and sustain both unclassified and classified networked information systems, from both fixed-garrison and event field sites, through the areas of Communication & Instrumentation, Information Assurance, Information Systems, and Software & Programming. Examples of support are, but not limited to: connections to the Joint Training and Experimentation Network (JTEN); radio frequency (RF) propagation and modeling; weapons’ platform instrumentation; RF infrastructure (coverage surveys, antenna placement, etc.); design, fabrication and

- implementation of audio capture interfaces; electrical and electronic engineering to ensure instrumentation system integration; communications capabilities to include ground radio, land mobile radio, cellular phones, frequency management, and airfield support.
- d. Provide technical support to develop and sustain software tools, from both fixed-garrison and event field sites, for the areas of Data Capture and Analytic Display. The primary example of support is the capture, reduction, organization, storage, archival management and display of data on a wide array of electronic systems used to support analysis.
  - e. Provide documentation support to produce written analytic reports and presentations, i.e. technical writing production and historical document archiving.
  - f. Provide analytical and operational support to improvement activities that ensure proposed solutions are not only acknowledged by Customers and Stakeholders, but where warranted, endorsed, funded, and adequately employed. Examples of support include, but are not limited to: research, studies and analyses of information provided in DoD's strategic-level guidance and other recognized requirements forums, such as relevant committees and boards functioning in support of the Joint Staff's Joint Requirements Oversight Council.
  - g. All contracted labor must be capable of deployment for extended periods to austere field environments in both CONUS and OCONUS, and may include duty aboard military aircraft or ships at sea. All contractor personnel required to perform work on any U.S. Navy vessel will have to obtain boarding authorization from the Commanding Officer of the vessel prior to boarding. The contractor is responsible for obtaining boarding authorization.
  - h. All contracted labor must be able to support surge hours during execution of government approved exercises and tests.
  - i. All contracted technical labor support must be capable of moving a 40 lb. ruggedized computer rack system from one location to another and capable of lifting and installing IS equipment such as a 40 lb. uninterruptible power supply in a computer rack at a height of 48 inches from the floor. Engineers providing Instrumentation support must obtain and maintain appropriate certifications for Tower Climbing within six months of employment and be required to function as a certified Tower Climbing Instructor.
  - j. All contracted labor positions require a Secret clearance and select contractor positions require a Top Secret/Sensitive Compartmented Information (TS/SCI) clearance based on a National Agency Check (NAC). All positions, either coded Secret or SCI, have the potential to require Sensitive Access Program (SAP) clearance in response to evolving program requirements. Contractors granted access to special access program material could be subject to a polygraph.

**4.10 System Engineering Support.** The Contractor shall, independently or as a member of a government/contractor team:

- a. Develop and deliver Systems Engineering Integrated plans.
- b. Develop and deliver concepts, analysis of alternatives, and other detailed analysis documentation (desktop analysis, e.g.).
- c. Develop and deliver prototypes and/or analytical information for modeling and simulation.
- d. Develop and deliver integrated systems engineering requirements that will provide interoperability solutions.

- e. Analyze functional and technical characteristics, evaluate modules/systems, and joint and program capabilities.
- f. Participate in various testing, analysis, and assessment activities.
- g. Develop and deliver technical documentation.
- h. Deliver a test plan for capabilities assessment.
- i. Modify systems design to data processing equipment and software.
- j. Develop and deliver data and process models illustrating the information to be managed and the process to be supported.
- k. Provide research, analysis, and recommendation to support DoD Information Assurance initiatives, studies, and research.
- l. Provide research and analysis support identify and develop requirements, perform gap and solution analysis, and to assess capability using Systems Engineering (SE), scientific Operations Research (OR), and Modeling and Simulation (M&S) techniques.
- m. Provide program and technical support to Joint Capabilities Technology Demonstrations (JCTDs) and operational exercises.

**4.11 Configuration and Data Management Support.** The Contractor shall, independently or as a member of a government/contractor team:

- a. Assure that all technical data that defines product baselines are updated and maintained.
- b. Analyze the impact of engineering changes on all technical documentation.
- c. Maintain current, all technical data that define operational baselines to reflect approved engineering changes, including implementing their effects on technical manuals and preventive and corrective maintenance documentation.
- d. Maintain and update technical data to include required changes and revisions.
- e. Execute and maintain analysis programs that quantify the impact of proposed and implemented systems, equipment, and logistic support changes.
- f. Review and analyze data for potential design improvement.
- g. Participate in the development and review of Configuration Management (CM) plans, specifications, procedures, and software.
- h. Establish and maintain initial configuration status accounts of product baselines, including review/status of engineering changes and effective points of approved changes, and waivers for concurrence in classification.
- i. Participate in configuration audits.
- j. Establish and maintain an effective and standardized CM program that will ensure control of technical documentation and software configuration baselines.
- k. Provide support to the appropriate Change Control Board (CCB) to review engineering changes and make recommendations for approval or disapproval.

**4.12 Information Technology (IT) Support.** The contractor shall provide technical, analytical, strategic planning, enterprise architecture and engineering support necessary to successfully satisfy the government provided IT requirements and performance objectives.

- a. **Policy & Governance.** Provide technical expertise and policy/governance support to develop Joint Staff CIO policy. Support meetings, conferences, Integrated Product Teams and panels providing summary minutes, tracking actions, participating in discussions, and making recommendations to the Joint Staff. Develop plans/strategies for delivery of technology solutions to the Joint Staff and coordinate Joint Staff IT related policy/governance issues and compliance.
- b. **Strategic Planning.** Provide technical support to the Joint Staff in developing plans for enterprise solutions, cross domain information sharing, collaboration, dynamic problem solving, Joint Information Environment and data/Information Centric initiatives to enable delivery of operational capabilities.
- c. **Portfolio Management.** Provide portfolio management support for Joint Staff IT investments. Analyze investments based upon programmatic, technical and architectural criteria and provide information to decision makers to influence IT investments.
- d. **Enterprise Architecture.** Provide technical guidance and support to enterprise-architecture development and analysis. Support strategic planning, attend working groups, and inform resource decision making, Identify process improvement opportunities, establish and enforce standards, and guide security and information assurance requirements.
- e. **Coalition/Mission Partner Cross domain management.** Provide technical, analytical, and requirements support on cross domain management solutions and services including the evaluation of security control standards and levels required, technical guidance that protects the confidentiality, integrity and availability of resources, and the review of DOD and Joint Staff policies and processes.

**4.13 C4 Cyber Support.** The contractor shall provide technical, analytical, strategic planning, enterprise architecture, and engineering support necessary to successfully satisfy the government provided C4 Cyber requirements and performance objectives.

- a. **Joint Capabilities Integration and Development System (JCIDS).** Provide support to the C4/CYBER Functional Capability Board. Provide analysis, assessments and recommendations that enhance capabilities integration, examine joint priorities among existing and future programs, assess program capabilities development and alternatives, minimize duplication of effort throughout the Services, and support implementation of the Net Ready Key Performance Parameter (NR KPP) certification and Joint Testing Policy.
- b. **Electromagnetic Spectrum.** Provide support and participate in Spectrum and Frequency board meetings, conferences, Integrated Product Teams and panels providing summary minutes, tracking actions, participating in discussions, and making recommendations to the Joint Staff. Provide Spectrum support to assess Joint Capabilities Integration and Development Systems submissions, support the Joint Staff in its oversight responsibility for the development of the US DOD Standard Spectrum Resource Format Data Exchange Standard, and provide analysis on emerging spectrum technologies.

- c. Global Positioning System. Support Joint Staff Global Positioning System responsibilities by providing the review and analysis of issues raised by the C4 CYBER FCB, executive committees, working groups, and teams. Provide reviews of related subject matters, support the coordination of issues and analyses, and provide recommendations to the Joint Staff. Review, coordinate, and provide suggested comments and changes to applicable GPS and related JCIDS documents, and research/analyze the emerging GPS User Equipment issues.

**4.14 Technical Support.** The Contractor shall provide technical support for the following management activities:

- a. The contractor shall provide support to the management of personnel evaluation records and awards, general correspondence and daily staff functions. Assist in the processing of individuals arriving, departing and transferring. Assist in the management of personnel databases, on-line processing systems and web/portal sites. Coordinate contractor security clearances and Visit Authorization Requests with government counterparts.
- b. The contractor will assist the government in the development and review of project management plans, test and analysis plans, and event integration/scheduling to ensure the alignment and integration of DDC5I initiatives. Provide detailed process and product improvement recommendations for organizational and analytical processes to ensure process integrity and product quality commensurate with government expectations/requirements. Process reviews will include program documents such as SOP's, handbooks, instructions, and strategy documents.

**5.0 Personnel Resource Bands**

The Contractor is responsible for the selection, training, management, and performance of the workforce provided to accomplish the tasks within this contract. The skills, knowledge, and past experience of the various team members that would demonstrate a high probability of success is that information that may be required by the Government for task evaluation. The objective is to define what work is required for the various tasks and allow the Contractor to determine how to efficiently use the available workforce to meet the performance objectives. The labor categories identified below comprise the bands that cover the various categories that are essentially in the same field with varying levels of experience. These categories are listed below in four bands: Program Management; Operations Support; Technical Support; and Functional Support.

PERSONNEL RESOURCE BAND	WORK REQUIRED BY BAND
Program Management	<p>Program management includes the on-site Program manager for the Prime contractor, Deputy Program Manager, and Project Leads. They are required to manage the resources, and establish priorities and schedules based on task order requirements. They provide the interface with the Government COR and other designated government officials. They are responsible for the hiring and dismissal of contractor personnel, provide the expertise to support contract requirements, and overall management of the contractor workforce. They are responsible for all aspects of contract support to ensure a balance of efficient and effective operations.</p> <p>The Program Management Band includes the following types of labor: Program Manager, Deputy Program Manager, and Project Lead.</p>
Operations Support	<p>Operations Support includes essential elements of project planning, execution and assessment. Analysts and engineers provide expertise in several areas to include operations, engineering, requirements, assessments, systems integration, testing, planning and support, training, policy, architectures, data exchange specifications, Joint Fires support, joint deployable analysis and assessment, C4, Cyber, portfolio management, and information technology (IT). Contractor selection of analysts, engineers, and other positions will be determined by the task orders which</p>

	<p>will be an expansion of the tasks listed in the contract.</p> <p>The Operations Support Band includes the following types of labor: Analysts and engineers to include Requirements Analyst, Systems Analyst, and JDAT Analysts.</p>
Technical Support	<p>Provide expertise for the execution of projects and task listed in the task orders. Support also includes essential elements of joint strategic planning, execution, and assessment of capabilities at the Strategic National and Theater levels. Engineers and analysts designated as technical support provide expertise in several areas to include engineering, planning, research, data and IT services, capability architectures, test, risk assessment, execution and operational assessment, mission operations, configuration management, development, production, joint deployable analysis, C4, Cyber, software development (e.g. xml coding), web and portal database development, and information technology to include the analysis of IT policy and strategy, data and service standards, data management, and information assurance. Contractor selection of engineers, analysts, and other positions will be determined by the task orders which will be an expansion of the tasks listed in the contract.</p> <p>The Technical Support Band includes the following types of labor: Systems Engineer, JDAT Engineer, Knowledge Engineer, System Integrator, Research Scientist, Enterprise Architect, Database Administrator, Operations Analyst, Architect Analyst, Technician, and Web Developer.</p>
Functional Support	<p>Work performed in this category Include programmatic, project, and event support not covered in operations or technical support. Positions provide material, research, contracts, web and portal operations, systems administration, technical support, administrative support, fiscal support, information management, and contract management. May include student, trainee, and part-time positions. Contractor selection of specialists and other support positions will be determined by the task orders which will be an expansion of the tasks listed in the contract.</p> <p>The Functional Support Band includes the following types of labor: Information Specialist, Financial Analyst, Office Manager, and Writer/Editor.</p>

**6.0 Place and Period of Performance:**

**6.1 Place of Performance.** Work shall ordinarily be performed at the Joint Staff facilities located in Norfolk, Virginia; Suffolk, Virginia; Eglin, Florida; and the Washington, D.C. and Northern Virginia area. Travel for liaison and coordination purposes may be required to various continental United States (CONUS) sites with occasional travel to Combatant Commands outside of CONUS. Individual task orders will identify the location(s) where the work will be performed including estimated travel requirements.

**6.2 Period of Performance.** The overall period of performance of this contract will be 60 months. Specific periods of performance for individual task orders will be set forth in the task order.

**7.0 Project Schedules.** The following is a typical project schedule with associated deliverables where more specific information will be included in the individual task order.

CDRL	TITLE	FORMAT	DATE DUE / FREQUENCY	SUBMIT TO:

A001	MANAGEMENT PLAN	MS WORD	45 DAYS FROM TASK ORDER AWARD DATE	COR
A002	STATUS REPORT	MS WORD	8 <sup>TH</sup> WORKING DAY – MONTHLY	COR
A005	TECHNICAL REPORT-STUDY/SERVICES	MS OFFICE	SITUATIONAL	COR
A009	PERFORMANCE AND COST REPORT	MS OFFICE	8 <sup>TH</sup> WORKING DAY – MONTHLY	COR

## 8.0 Travel and Other Direct Costs

**8.1 Travel.** Travel as required will be estimated, negotiated, and included under the resultant task order.

**9.0 Reports, Data and Deliverables.** All deliverables under individual task orders shall be submitted by email and shall be reported officially as part of the monthly status report. All deliverables are property of the U.S. Government.

**9.1** The contractor will be expected to provide a monthly status report, Contractors Progress, Status and Management Report (contractor format acceptable) under each task order by email to include:

- Contractor’s name and address
- Contract task order number
- Date of report
- Period covered by report
- Man-hours expended during the reporting period, and cumulatively for the task order
- Cost incurred for the reporting period and cumulatively for the task
- Description of progress made during the period, including any problems encountered
- Recommendations, if any for solution beyond the scope for the task area
- Results obtained in resolving previously reported problem areas
- Trips and significant results
- Plans for activities during the following period
- Projected travel requirements and costs
- Completion of “required or mandatory” government training

**9.2** As required by individual task orders, the contractor shall develop a project plan providing a schedule for all work to be performed under the task order SOW. The project plan shall be coordinated with the COR and the government project lead(s). The contractor shall update the project plan as necessary over the period of performance.

**9.3** The contractor shall provide a Final Technical Report describing the accomplishments of the project. This will be at the end of the individual task order period.

## 10.0 Non-Disclosure Requirements and PPBE Analysis

**10.1** In the course of performance pursuant to this contract, the contractor may have access to nonpublic information, including Planning, Programming, Budgeting and Execution (PPBE) information. Contractor agrees that it will not use or disclose any such information unless authorized in writing by the Contracting Officer’s Representative (COR). Contractor further agrees that it will use its best efforts to ensure that its

employees and others performing services under this contract will not use or disclose any such information unless authorized by the COR. To that end, Contractor agrees that each of its employees and others performing duties under this contract will sign a Certificate of Non-disclosures.

- 10.2** Under certain task orders, the contractor will provide support to Future Years Defense Program (FYDP) planning. All requests for access to Planning, Programming, Budgeting, and Execution (PPBE) data will be reviewed and approved by the government. Should additional equipment and/or software be required in performance of the stated tasks, such requirements would be outlined in the cost proposal for the individual task order.

Future Years Defense Program (FYDP)/Planning, Programming, Budgeting, and Execution (PPBE) data access: In accordance with DoD Directive 7045.14, dated 25 Jan 2013, contractor will not access FYDP data under this project prior to receiving the written approval from OSD, Director of Cost Assessment and Program Evaluation (CAPE). Access will be granted under the following circumstances:

- Approval has been received from CAPE. Only FYDP/PPBE data determined to be directly related and essential to the tasks specified in the SOW may be released. The contractor may not have access to the program review issue papers, defense management report decisions or program budget decisions, although, if determined to be necessary by the Contracting Officer's Representative (COR), information contained in those documents can be extracted and provided to contractor by government employees.
- Contractor personnel receiving access to FYDP/PPBE data must have a current DoD clearance and must sign a Certificate of Non-Disclosure prior to any access. The contract number and project number must be referenced on the non-disclosure form. A copy of the signed non-disclosure form shall be provided to the COR's office and must be kept up-to-date.
- Whenever possible, contractor personnel will process FYDP/PPBE data in Government workspaces using equipment furnished by the Government. FYDP/PPBE data (including data stored on magnetic or optical media) should not be removed from Government workspaces without documented Government approval; processing at contractor facilities should be performed only when it is determined to be essential and when processing in government spaces is clearly impractical. In these cases, the contractor must implement control, storage and destruction measures, subject to Government review, that prevent access to FYDP/PPBE data by unauthorized persons.

- 11.0 Inspection and Acceptance.** Inspection and acceptance of all deliverables shall be accomplished by written or electronic acceptance by the COR.

- 12.0 Performance Measurement.** The Government will evaluate the contractor's performance under this task order through periodic sampling of ongoing deliverables and customer feedback. Performance criteria is based on the accuracy and thoroughness of deliverables and support services for effective, professional coordination support and high quality development and documentation as required by the defined Performance Requirements. Missed deadlines must be corrected or resolved within 24 hours of the expired deadline. Deficiencies in contractor performance will be fully and accurately documented to (1) identify the discrepancy, (2) record the steps taken to correct the discrepancy, and (3) detail the outcomes and disposition of the deficiency. Likewise, successful or exceptional performance will be recorded in the COR file and appropriate actions will be taken to recognize the contractor (i.e., CPARS).

- 13.0 Security Classification.** Unclassified, Secret and Top Secret (TS-SCI). Handling of Top Secret (TS-SCI) material is required for this SOW. Access to TS-SCI is required to research and analyze technical data, furnish technical reports, and attend meetings/briefings in order to support assessments of C2 interoperability and capability needs. All contractor positions have the potential to require Sensitive Access Program (SAP) clearance in response to evolving program requirements. Contractors granted access to special access program material could be subject to a polygraph.

- 14.0 Government Provided Equipment and Materials.** As stated in individual task orders, Office automation

and Automated Data Processing (ADP) hardware and software shall be provided by the government for work required to be performed at government sites. Consumable materials may be authorized by individual task orders to be procured by the contractor for use in accomplishing assigned tasking, as required.

**15.0 Training.** The Contracting Officer and COR will provide guidance to the contractor regarding the need to complete government provided on-line training courses. The government will identify “required or mandatory” on-line training courses. Contractor employees must complete “required or mandatory” training within six months of newly awarded contracts and task orders or within time periods specified by the Contracting Officer or COR. The contractor will monitor personnel training requirements and provide a status on employee training in the contractor monthly status report.

**16.0 Contracting Officer’s Representative (COR).** TBA

#### C4

#### REQUIRED STANDARD OF WORKMANSHIP (OCT 1992)

Unless otherwise specifically provided in this contract, the quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade or field of endeavor. All services shall be rendered by or supervised directly by individuals fully qualified in the relevant profession, trade or field, and holding any licenses required by law.

(End of Provision)

#### CLAUSES INCORPORATED BY FULL TEXT

#### **5252.204-9400 Contractor Unclassified Access to Federally Controlled Facilities, Sensitive Information, Information Technology (IT) Systems or Protected Health Information (July 2013)**

Homeland Security Presidential Directive (HSPD)-12, requires government agencies to develop and implement Federal security standards for Federal employees and contractors. The Deputy Secretary of Defense Directive-Type Memorandum (DTM) 08-006 – “DoD Implementation of Homeland Security Presidential Directive – 12 (HSPD-12)” dated November 26, 2008 (or its subsequent DoD instruction) directs implementation of HSPD-12. This clause is in accordance with HSPD-12 and its implementing directives.

#### **APPLICABILITY**

This clause applies to contractor employees requiring physical access to any area of a federally controlled base, facility or activity and/or requiring access to a DoN or DoD computer/network/system to perform certain unclassified sensitive duties. This clause also applies to contractor employees who access Privacy Act and Protected Health Information, provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Position, as advised by the command security manager. It is the responsibility of the responsible security officer of the command/facility where the work is performed to ensure compliance.

Each contractor employee providing services at a Navy Command under this contract is required to obtain a Department of Defense Common Access Card (DoD CAC). Additionally, depending on the level of computer/network access, the contract employee will require a successful investigation as detailed below.

#### **ACCESS TO FEDERAL FACILITIES**

Per HSPD-12 and implementing guidance, all contractor employees working at a federally controlled base, facility or activity under this clause will require a DoD CAC. When access to a base, facility or activity is required contractor employees shall in-process with the Navy Command's Security Manager upon arrival to the Navy Command and shall out-process prior to their departure at the completion of the individual's performance under the contract.

### **ACCESS TO DOD IT SYSTEMS**

In accordance with SECNAV M-5510.30, contractor employees who require access to DoN or DoD networks are categorized as IT-I, IT-II, or IT-III. The IT-II level, defined in detail in SECNAV M-5510.30, includes positions which require access to information protected under the Privacy Act, to include Protected Health Information (PHI). All contractor employees under this contract who require access to Privacy Act protected information are therefore categorized no lower than IT-II. IT Levels are determined by the requiring activity's Command Information Assurance Manager. Contractor employees requiring privileged or IT-I level access, (when specified by the terms of the contract) require a Single Scope Background Investigation (SSBI) which is a higher level investigation than the National Agency Check with Law and Credit (NACLC) described below. Due to the privileged system access, a SSBI suitable for High Risk public trusts positions is required. Individuals who have access to system control, monitoring, or administration functions (e.g. system administrator, database administrator) require training and certification to Information Assurance Technical Level 1, and must be trained and certified on the Operating System or Computing Environment they are required to maintain.

Access to sensitive IT systems is contingent upon a favorably adjudicated background investigation. When access to IT systems is required for performance of the contractor employee's duties, such employees shall in-process with the Navy Command's Security Manager and Information Assurance Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The decision to authorize access to a government IT system/network is inherently governmental. The contractor supervisor is not authorized to sign the SAAR-N; therefore, the government employee with knowledge of the system/network access required or the COR shall sign the SAAR-N as the "supervisor".

The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

When required to maintain access to required IT systems or networks, the contractor shall ensure that all employees requiring access complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

### **INTERIM ACCESS**

The Navy Command's Security Manager may authorize issuance of a DoD CAC and interim access to a DoN or DoD unclassified computer/network upon a favorable review of the investigative questionnaire and advance favorable fingerprint results. When the results of the investigation are received and a favorable determination is not made, the contractor employee working on the contract under interim access will be denied access to the computer network and this denial will not relieve the contractor of his/her responsibility to perform.

### **DENIAL OR TERMINATION OF ACCESS**

The potential consequences of any requirement under this clause including denial or termination of physical or system access in no way relieves the contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subcontractor employees. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have unclassified access to a federally controlled facility, federally-controlled information system/network and/or to government information, meaning information not authorized for public release.

### **CONTRACTOR'S SECURITY REPRESENTATIVE**

The contractor shall designate an employee to serve as the Contractor's Security Representative. Within three work days after contract award, the contractor shall provide to the requiring activity's Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the Contractor's Security Representative. The Contractor's Security Representative shall be the primary point of contact on any security matter. The Contractor's Security Representative shall not be replaced or removed without prior notice to the Contracting Officer and Command Security Manager.

#### **BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO NATIONAL SECURITY POSITIONS OR PERFORMING SENSITIVE DUTIES**

Navy security policy requires that all positions be given a sensitivity value based on level of risk factors to ensure appropriate protective measures are applied. Navy recognizes contractor employees under this contract as Non-Critical Sensitive [ADP/IT-II] when the contract scope of work require physical access to a federally controlled base, facility or activity and/or requiring access to a DoD computer/network, to perform unclassified sensitive duties. This designation is also applied to contractor employees who access Privacy Act and Protected Health Information (PHI), provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Positions. At a minimum, each contractor employee must be a US citizen and have a favorably completed NACLIC to obtain a favorable determination for assignment to a non-critical sensitive or IT-II position. The NACLIC consists of a standard NAC and a FBI fingerprint check plus law enforcement checks and credit check. Each contractor employee filling a non-critical sensitive or IT-II position is required to complete:

- SF-86 Questionnaire for National Security Positions (or equivalent OPM investigative product)
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. Background investigations shall be reinitiated as required to ensure investigations remain current (not older than 10 years) throughout the contract performance period. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

Regardless of their duties or IT access requirements ALL contractor employees shall in-process with the Navy Command's Security Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Employees requiring IT access shall also check-in and check-out with the Navy Command's Information Assurance Manager. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

The contractor shall ensure that each contract employee requiring access to IT systems or networks complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. Contractor employees shall accurately complete the required investigative forms prior to submission to the Navy Command Security Manager. The Navy Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM). Suitability/security issues identified by the Navy may render the contractor employee ineligible for the assignment. An unfavorable determination made by the Navy is final (subject to SF-86 appeal procedures) and such a determination does not relieve the contractor from meeting any contractual obligation under the contract. The Navy Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DON Central Adjudication Facility (CAF) for a determination.

If the contractor employee already possesses a current favorably adjudicated investigation, the contractor shall submit a Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS) or a hard copy VAR directly from the contractor's Security Representative. Although the contractor will take JPAS "Owning" role

over the contractor employee, the Navy Command will take JPAS "Servicing" role over the contractor employee during the hiring process and for the duration of assignment under that contract. The contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

#### **BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO OR PERFORMING NON-SENSITIVE DUTIES**

Contractor employee whose work is unclassified and non-sensitive (e.g., performing certain duties such as lawn maintenance, vendor services, etc ...) and who require physical access to publicly accessible areas to perform those duties shall meet the following minimum requirements:

- Must be either a US citizen or a US permanent resident with a minimum of 3 years legal residency in the United States (as required by The Deputy Secretary of Defense DTM 08-006 or its subsequent DoD instruction) and
- Must have a favorably completed National Agency Check with Written Inquiries (NACI) including a FBI fingerprint check prior to installation access.

To be considered for a favorable trustworthiness determination, the Contractor's Security Representative must submit for all employees each of the following:

- SF-85 Questionnaire for Non-Sensitive Positions
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed National Agency Check with Written Inquiries (NACI) or ensure successful FBI fingerprint results have been gained and investigation has been processed with OPM

Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

\* Consult with your Command Security Manager and Information Assurance Manager for local policy when IT-III (non-sensitive) access is required for non-US citizens outside the United States.

CLAUSES INCORPORATED BY FULL TEXT

#### **5252.237-9401 PERSONNEL QUALIFICATIONS (MINIMUM) (Jan 1992)**

(a) Personnel assigned to or utilized by the Contractor in the performance of task orders issued hereunder shall, as a minimum, meet the experience, educational, or other background requirements set forth in the task order solicitation and/or the contractor's task order proposal, if and as applicable, and shall be fully capable of performing in an efficient, reliable, and professional manner. If the offeror does not identify the labor categories listed below by the same specific difference.

(b) The Government will review resumes of Contractor personnel proposed to be assigned, and if personnel not currently in the employ of Contractor, a written agreement from the potential employee to work will be part of the technical proposal.

(c) If the Ordering Officer questions the qualifications or competence of any person performing under the contract, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the Contractor.

(d) The Contractor must have the personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in delivery orders. The work history of each Contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Ordering Officer reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonably ensure the ability for effective and efficient performance.

(End of Clause)

### NMCARS 5237.102 (90)

#### **NMCARS 5237.102**

“The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) S, Utilities ONLY;
- (5) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address  
<https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>."

### EMPLOYMENT OF DOD PERSONNEL

#### **EMPLOYMENT OF DEPARTMENT OF DEFENSE PERSONNEL RESTRICTED**

In performing this contract, the contractor will not use as a consultant or employ (on either a full or part time basis) any current Department of Defense (DoD) personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no laws and no DoD or Navy instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

(End of Provision)

### ALLOWABILITY OF MATERIAL

#### **ALLOWABILITY OF MATERIAL AND GENERAL BUSINESS EXPENSES**

As used in this clause, the term “material” includes supplies, equipment, hardware, automatic data processing equipment, and software. This is a services contract, and the procurement of material of any kind, other than that incidental to, and necessary for the furnishing of the required services is not authorized and will not be considered an allowable cost under the contract. No such material of any kind may be procured without the prior written approval of the contracting officer’s representative.

## C5

### **REIMBURSEMENT OF TRAVEL COST**

#### (a) Travel

(1) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all needed arrangements for his personnel. This includes but is not limited to the following:

- Medical Examinations
- Immunization
- Passports, visas, etc.
- Security Clearances

All contractor personnel required to perform work on any U.S. Navy vessel will have to obtain boarding authorization from the Commanding Officer of the vessel prior to boarding.

(2) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract and determined to be in accordance with FAR subpart 31.2, subject to the following provisions:

Travel required for tasks assigned under this contract shall be governed in accordance with rules set forth for temporary duty travel in FAR 31.205-46.

(3) Travel. Travel, subsistence, and associated labor charges for travel time are authorized, whenever a task assignment requires work to be accomplished at a temporary alternate worksite.

Travel performed for personal convenience and daily travel to and from work at contractor’s facility will not be reimbursed.

(4) Per Diem. Per diem for travel on work assigned under this contract will be reimbursed to employees consistent with company policy, but not to exceed the amount authorized in the Department of Defense Joint Travel Regulations.

(5) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the per diem rates identified in paragraphs C8101.2C or C81181.3B(6) of the DOD Joint Travel Regulations, Volume 2.

(6) Air/Rail Travel. In rendering the services, the contractor shall be reimbursed for the actual costs of transportation incurred by its personnel not to exceed the cost of tourist class rail, or plane fare, to the extent that such transportation is necessary for the performance of the services hereunder and is authorized by the Ordering Officer. Such authorization by the Ordering Officer shall be indicated in the order or in some other suitable written form.

NOTE: To the maximum extent practicable without the impairment of the effectiveness of the mission, transportation shall be tourist class. In the event that only first class travel is available, it will be allowed, provided justification therefore is fully documented and warranted.

(7) Private Automobile. The use of privately owned conveyance within the continental United States by the traveler will be reimbursed to the contractor at the mileage rate allowed by Joint Travel Regulations. Authorization for the use of privately owned conveyance shall be indicated on the order. Distances traveled between points shall be shown in standard highway mileage guides. Any deviations from distance shown in such standard mileage guides shall be explained by the traveler on his expense sheet.

(8) Car Rental. The contractor shall be entitled to reimbursement for car rental, exclusive of mileage charges, as authorized by each order, when the services are required to be performed outside the normal commuting distance from the contractor's facilities. Car rental for TDY teams will be limited to a rate of one car for every four (4) persons on TDY at one site.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-9	Inspection Of Research And Development (Short Form)	APR 1984

E4

INSPECTION AND ACCEPTANCE (SERVICES) (FLC DET PHILA) (OCT 1992)

Inspection and acceptance of services to be furnished hereunder shall be made, upon completion of the services, by J6.

(End of Provision)

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 15-JAN-2016 TO 14-JAN-2021	N/A	THE JOINT STAFF JEFFREY BRUNNER THE PENTAGON ROOM 1E821 WASHINGTON DC 20318-0350 757-203-5431 FOB: Destination	H91269
0002	POP 15-JAN-2016 TO 14-JAN-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	H91269
0003	POP 15-JAN-2016 TO 14-JAN-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	H91269
0004	POP 15-JAN-2016 TO 14-JAN-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	H91269
0005	POP 15-JAN-2016 TO 14-JAN-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	H91269
0006	POP 15-JAN-2016 TO 14-JAN-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	H91269

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984

F11

DURATION OF CONTRACT PERIOD

(a) This contract shall become effective on the date of award and the ordering period shall continue in effect during the period ending sixty (60) months after date of contract unless terminated in accordance with other provisions herein. The period of performance will be established at the task order level, and will not exceed 12-months for O&M funded efforts or 24-months for R&D efforts.

(b) Notwithstanding the above, the Contracting Officer may extend the contract ordering period to accommodate the issuance of task orders in accordance with paragraph (e) of the Level of Effort clause.

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.232-18	Availability Of Funds	APR 1984
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	DEC 2014

CLAUSES INCORPORATED BY FULL TEXT

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond FY16 for R&D orders and FY15 for O&M orders. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond FY16 for R&D orders and FY15 for O&M orders. , until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause—

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

\_\_\_\_\_

(Contracting Officer: Insert applicable document type(s). Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

\_\_\_\_\_

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable.”)

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

TO BE COMPLETED AT TIME OF AWARD

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	
Issue By DoDAAC	
Admin DoDAAC	
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

(\*Contracting Officer: Insert applicable DoDAAC information or “See schedule” if multiple ship to/acceptance locations apply, or “Not applicable.”)

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

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(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

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(Contracting Officer: Insert applicable information or "Not applicable.")

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

#### G8

#### **SUBCONTRACTING PLAN - INCORPORATED \*\*\*TO BE COMPLETED AT TIME OF AWARD\*\*\***

In accordance with FAR 19.702, the contractor has submitted a subcontracting plan which has been reviewed and approved by the contracting officer. The plan is hereby incorporated into this award as attachment \_\_\_\_\_. The ACO is hereby delegated authority to monitor implementation of The Small Business and Small Disadvantaged Business Subcontracting Plan.

#### G13

#### **SECURITY ADMINISTRATION**

The highest level of security that will be required under this contract is TOP SECRET/SENSITIVE COMPARTMENTED INFORMATION (TS/SCI) as designated on DD Form 254 attached hereto and made a part hereof.

The offeror shall indicate the name, address and telephone number of the cognizant security office;

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The facilities to be utilized in the performance of this effort have been cleared to TS/SCI level.

The offeror should also provide the above information on all proposed subcontractors who will be required to have a security clearance.

## COMMUNICATIONS **COMMUNICATIONS**

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Principal Contracting Officer is:

Kenneth Bullock  
FLC Norfolk, Contracting Dept., Philadelphia Office  
700 Robbins Ave., Bldg. 2B  
Philadelphia, PA. 19111-5083  
(215) 697-9640

## G14 **SECURITY ADMINISTRATION**

The highest level of security required under this contract is TOP SECRET/SENSITIVE COMPARTMENTED INFORMATION (TS/SCI) as designated on DD Form 254 attached hereto and made a part hereof.

The Commander, Defense Investigative Service, Director of Industrial Security, \_\_\_\_\_\*\*\_\_\_\_\_ Region, is designated Security Administrator for the purpose of administering all elements of military security hereunder.

\*\*TBD

## Section H - Special Contract Requirements

### H4A

#### **MINIMUM AND MAXIMUM QUANTITIES (MULTIPLE AWARDS CPFF IDIQ)**

- (a) This contract is one of a set of Multiple Award Contracts (MAC). As referred to in paragraph (b) of the “Indefinite Quantities” clause of this contract, the total contract minimum quantity is a total of **\$50,000.00** per multiple award contract awardee at the contract unit price(s). The contract maximum for this individual contract is a total of \*\* worth of orders and \*\* hours of effort.

NOTE: TBD awards have been made under solicitation N00189-15-R-Z027. As the total minimum is **\$50,000.00** per multiple award contract awardee, \$\*\* is hereby administratively obligated in order to meet the Government’s minimum liability under this contract. Each delivery/task order issued hereunder shall cite the Accounting/Appropriation Data applicable to that order. Upon issuance of each delivery/task order, the funding cited herein will be automatically deobligated by the amount to those orders. This procedure shall continue until the issuance of delivery/task orders citing funding is equal to the contract “minimum” of \$ \*\*. The maximum for each contract value of each contract; however, in no event will ordering under any or all contracts, in aggregate, exceed the total amount of all courses (CLINs) combined as set forth in the solicitation resulting in this contract.

- (b) The maximum value of the MAC program maximum \*\* however, the Contracting Officer may issue orders beyond this value in accordance with paragraph (e) of the Level of Effort clause, provided the total hours ordered do not exceed the hours of effort shown above. Similarly, the Contracting Officer may issue orders beyond the maximum hours of effort shown in paragraph (a) above in accordance with paragraph (e) of the Level of Effort clause, provided the total MAC program value does not exceed the maximum dollar values shown in this paragraph (b).

**\*\*** To be completed at time of award.

### H3

#### **UNILATERAL UNPRICED ORDER (SUP 5252.216-9400) (OCT 1995)**

- (a) When the Government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent, the Ordering Officer may issue a unilateral unpriced order requiring the Contractor to provide the supplies or services specified.
- (b) The unilateral unpriced order shall specify the estimated cost and fee and the desired delivery schedule for the work being ordered. The Government’s desired delivery shall apply unless the Ordering Officer receives written notification from the Contractor within 15 days after receipt of the order that the proposed delivery schedule is not acceptable. Such notification shall propose an alternative delivery schedule. The Contractor shall submit its cost proposal within 30 days after receipt of the order. The Government has no obligation to pay for the supplies or services ordered until the actual price and delivery schedule have been negotiated. In no event shall the costs incurred exceed the estimated cost of the order before the proposal is submitted.
- (c) The Contractor shall include in its proposal a statement of costs incurred and an estimate of costs expected to complete the work. Data supporting the accuracy and reliability of the cost estimate should also be included. After submission of the Contractor’s cost proposal and supporting data, the Contractor and the Ordering Officer shall negotiate a bilateral modification to the original order finalizing the price and delivery schedule, which will be specified in a bilateral modification to the original order.
- (d) Should the Ordering Officer and the Contractor be unable to reach an agreement as to the terms of the order, the conflict shall be referred to the Contracting Officer who shall issue such direction as is required by the

circumstances. If a bilateral agreement is not negotiated within 60 days after submission of the Contractor's cost proposal, the Contracting Officer will issue a modification to the unilateral unpriced order which establishes the Government's total estimated cost for the order. This estimate will remain in effect until a final price is established in a bilateral modification to the order.

(e) Failure to arrive at an agreement shall be considered a dispute in accordance with the Disputes clause.

## H7

### **H7 ORGANIZATIONAL CONFLICT OF INTEREST**

(a) Definitions - In this clause:

- (i) "Contractor" means the firm signing this contract;
- (ii) "Supplier" means any firm engaged in or having a known or prospective interest in contracts/orders that will result from work performed by the Contractor under this order
- (iii) "Affiliates" means employees or officers of the contractor and first tier subcontractors involved in the performance of this contract, or in the decision making process concerning this contract.
- (iv) "Interest" means organizational or financial interest.
- (v) "Term of this Contract" means the period of performance plus any extensions thereto.

(b) Restrictions on Contracting

- (i) The contractor agrees that during the term of this contract, and for a period of thirty-six (36) months thereafter, neither it nor its affiliates shall (1) enter into any contract for supplies, services or materials, related to the work under this contract with the suppliers; (2) create for themselves any interest in the suppliers; (3) consult or discuss with the supplier any aspects of work under this contract; or (4) furnish to the United States Government, either as a prime contractor or as a subcontractor any component of a requirement it has worked on or had access to under this contract.
- (ii) The contractor further agrees that neither it nor its affiliates will conduct a review nor make recommendations under this contract concerning any item which is the product of work performed by the contractor or its affiliates under any other contract.

(c) Non-Disclosure of Proprietary Data

Certain information of a proprietary nature may be submitted to the Government by a supplier. While performing under this contract, the prime contractor and any subcontractors may receive this information. The prime contractor and any subcontractors agree to use and examine this information exclusively in the performance of this contract and to take the necessary steps to prevent disclosure of such information to any party outside the Government, as long as it remains proprietary. The contractor and the subcontractors agree to indoctrinate their affiliates who will have access to this information as to the proprietary nature of the information and the relationship under which they have possession of the information. Affiliates will also be informed that they may not engage in any other action, venture or employment where this information will be used for profit of any party other than the party furnishing this information. Additionally, the contractor and subcontractor agree to execute agreements to this effect with companies providing proprietary data for performance under this contract. The contractor and subcontractors will restrict access to proprietary information to the minimum number of employees for performance of this contract.

(d) Government Remedy

The contractor agrees that any breach or violation of the restrictions, disclosures or non-disclosures set forth in this conflict of interest clause shall constitute a material and substantial breach of terms, conditions, and provisions of the contract and that the Government may, in addition to any other remedy available, terminate the contract for default.

(End of Clause)

## CLAUSES INCORPORATED BY REFERENCE

252.201-7000	Contracting Officer's Representative	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988

## CLAUSES INCORPORATED BY FULL TEXT

### **5252.216-9402 ORAL ORDERS (INDEFINITE DELIVERY CONTRACTS) (JAN 2011)**

Oral orders may be placed provided the following conditions are complied with:

- (a) No oral order will exceed \$150,000 or such lesser amount as may be specified elsewhere in the schedule of this contract.
- (b) The Contractor will furnish with each shipment a delivery ticket, in triplicate, showing: contract number, order number under the contract; date order was placed, name and title of person placing order; an itemized listing of supplies or services furnished; unit price and extension of each item; and, delivery or performance date.
- (c) Invoices for supplies or services furnished in response to oral orders will be accompanied with a received copy of each related delivery ticket.
- (d) The ordering activity shall designate in writing the names of individuals authorized to place oral orders and will furnish a copy thereof to the Contractor.
- (e) Written confirmation of oral orders will be issued as a means of documenting the oral order within 10 working days or oral orders will be confirmed twice a month, in writing, when more than one oral order is consolidated for a single confirmation.

(End of Clause)

### **5252.232-9400 LIMITATION OF LIABILITY – INCREMENTAL FUNDING (Jan 1992)**

This contract is incrementally funded and the amount currently available for payment hereunder is limited to \_\_\_\_\_\*\*\_\_\_\_\_ inclusive of fee. It is estimated that these funds will cover the cost of performance through \_\_\_\_\_\*\*\_\_\_\_\_. Subject to the provisions of the clause entitled "Limitation of Funds" FAR 52.232-22 of the General Provisions of this contract, no legal liability on the part of the Government for payment in excess of \_\_\_\_\_\*\*\_\_\_\_\_ shall arise unless additional funds are made available and are incorporated as a modification to this contract.

\*\*TBD, if necessary at the task order level.

(End of Clause)

#### **5252.237-9400 SUBSTITUTION OF ADDITION OF PERSONNEL (Jan 1992)**

- (a) The Contractor agrees to assign to the contract those persons whose resumes, personnel data forms or personnel qualification statements were submitted as required by task order proposals, when applicable, to fill the requirements of the contract/task order. No substitution or addition of personnel shall be made except in accordance with this clause.
- (b) The Contractor agrees that:
  - \* during the contract performance period
  - \* during the first 30 days of the contract performance periodNo personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (d) below.
- (c) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding 30 working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the Contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.
- (d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least 15 days (30 days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.
- (e) In the event a requirement to increase the specified level of effort for a designated labor category, but no the overall level of effort of the contract occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.
- (f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.
- (g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the Contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the Contractor's action.

(End of Clause)

#### **WRITTEN ORDERS (INDEFINITE DELIVERY CONTRACTS)**

Written orders (on DD Form 1155) will contain the following information consistent with the terms of the contract:

- (a) Date of order;
- (b) Contract number and order number;
- (c) Requisition number;
- (d) Item number and description, quantity ordered, unit price and contract price;
- (e) Place of delivery or performance (including consignee);

- (f) Packaging, packing, and shipping instructions if any required;
- (g) Accounting and appropriation data;
- (h) Inspection invoicing and payment provisions to the extent not covered in the contract; and any other pertinent information.

**H9**

**LIABILITY INSURANCE (COST TYPE CONTRACTS)**

The following types of insurance are required in accordance with the clause entitled “INSURANCE-LIABILITY TO THIRD PERSONS” (FAR 52.228-7) and shall be maintained in the minimum amounts shown:

- (1) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury. No property damage general liability insurance is required.
- (2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage. Comprehensive form of policy is required.
- (3) Standard Workmen’s Compensation and Employer’s Liability Insurance (or, where maritime employment is involved, Longshoremen’s and Harbor Worker’s Compensation Insurance) in the minimum amount of \$100,000.

**H13**

**COST LIMITATION CEILINGS ON INDIRECT RATES**

If an offeror proposes cost limitation ceilings on indirect rates, the offeror is advised that the Government may evaluate the offeror’s cost proposal accordingly. The decision to propose cost limitation ceilings is the offeror’s decision. In the event the offeror proposes indirect rate limitations, these same ceiling rate limitations may be incorporated into any resultant contract without discussion. Under any cost reimbursement contract, the indirect rates billed shall be limited to the ceiling rate(s) identified in the contract. Any costs incurred above ceiling rates are not allowable.

**H15**

**APPOINTMENT OF CONTRACTING OFFICER'S REPRESENTATIVE**

- (a) The Contracting Officer hereby designates the following individual as Contracting Officer’s Representative(s) (COR) for this contract:

\_\_\_\_\_ TBA \_\_\_\_\_  
 NAME CODE

\_\_\_\_\_  
 MAIL ADDRESS

\_\_\_\_\_  
 TELEPHONE NUMBER

- (b) In the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the alternate COR acting on behalf of the COR. The Contracting Officer hereby appoints the following individual as the alternate COR:

\_\_\_\_\_ TBA \_\_\_\_\_  
NAME CODE  
\_\_\_\_\_  
MAIL ADDRESS  
\_\_\_\_\_  
TELEPHONE NUMBER

## H17

### **TASK ORDER PROCEDURES UNDER MACs (CPFF-FFP)**

(a) General: Supplies or services to be furnished under this contract shall be furnished at such times as ordered by the issuance of a Task Order on DD Form 1155 by the Ordering Officer. All orders issued hereunder are subject to the terms and conditions of this contract. In the event of any inconsistency between any task order and the contract, the contract shall control. When mailed, a task order shall be “issued” for purposes of this contract at the time the Government deposits the order in the mail, or, if transmitted by other means, when physically delivered to the contractor. The contractor agrees to accept and perform orders issued by the Ordering Officer that are within the scope of this contract.

#### (b) Ordering Procedures

Task Orders may be issued on either a competitive or non-competitive basis. In accordance with FAR 16.505(b)(2), when an exception to “the fair opportunity to be considered” exists, the task order will be processed on a non-competitive basis. At the discretion of the Ordering Officer, Cost Plus Fixed Fee (CPFF) or Firm Fixed Price (FFP) task orders may be issued under this contract.

##### 1. Request for Quotations (RFQ)

The Ordering Office will issue an RFQ to all awardees, unless the requirement meets one of the exceptions in FAR 16.505(b)(2), in which case the Ordering Officer may limit the number of awardees solicited.

The RFQ will include the following elements:

- Task order type (CPFF or FFP)
- Performance Work Statement (PWS) to include period of performance
- Inspection/Acceptance standards (if necessary)
- Evaluation criteria
- Response date for receipt of quotations

##### 2. Source Selection Process

Task order awards will be made to the quoter who the Government determines has submitted the most advantageous quotation considering the evaluation criteria stipulated in the RFQ.

Cost/Price will always be considered in the evaluation of task order quotes. Non-price evaluation criteria (consisting of Non-price Evaluation Factor(s)) will also be considered in the evaluation if the task order RFQ stipulates such Non-price criteria. For each task order RFQ where Non-price criteria are to be considered in the evaluation, the RFQ will identify the relative importance of the Non-price criteria to Cost/Price, the Non-price Evaluation Factor or Factors to be evaluated under the Non-price criteria, and the relative importance of the Non-price Evaluation Factors to each other (if more than one Non-price

Factor is specified). The following Non-price Evaluation Factors may be utilized, at the discretion of the Ordering Officer, in task order RFQs:

- Past Performance: Evaluation of this factor may include how well the contractor has performed in regards to timeliness, quality of performance, and cost control on earlier orders under this contract and may include other information available to the Ordering Officer. As work proceeds under this contract, it is probable that current past performance information on recent task orders will be more important in evaluation of future task orders.
- Performance Approach: only when required (to be further defined in RFQ)
- Corporate Experience: only when required (to be further defined in RFQ)
- Socio-economic Plan : only when required (to be further defined in RFQ)

Cost/Price submissions and evaluations will be as follows:

FFP Quotations: For quotations submitted in response to RFQs for FFP orders, contractors shall provide pricing at the CLIN or SubCLIN level (as required by the individual RFQ) plus any supporting pricing information that the Ordering Officer may specify in the RFQ. Pricing will be evaluated based on the overall total price quoted.

CPFF Quotations: For quotations submitted in response to RFQs for CPFF orders, contractors shall provide pricing at the CLIN or SubCLIN level (as required by the individual RFQ) along with a cost breakdown which provides the labor categories proposed, the number of hours per category, the direct labor rate proposed for each category, and the associated burdens. In addition, for any subcontracted effort, the contractor shall ensure that similar cost breakdown information is provided. The contractor will apply fee at the task order level as described in the "Payment of Fixed Fee" clause in Section B. Cost quotations for prospective CPFF orders will be evaluated on the basis of cost realism. Uncompensated overtime and uncompensated overtime rates will not be used in the evaluation.

(c) Content of Task Orders. Task Orders will contain the following information:

1. Date of order
2. Contract number and order number.
3. For supplies and services, contract item number and description, quantity, and unit price and extended price or estimated cost and fee.
4. Delivery or performance schedule.
5. Place of delivery or performance (including consignee).
6. Any packaging, packing, and shipping instructions.
7. Accounting and appropriation data.
8. Method of payment and payment office, if not specified in the contract

(d) Oral Orders: Oral orders may be placed hereunder only in emergency circumstances. Information described above shall be furnished to the contractor at the time of placing an oral order and shall be confirmed by issuance of a written Task Order on a DD Form 1155 within ten (10) working days of the placement of the oral order.

(e) Modifications of Task Orders: Task orders may only be modified by the Ordering Officer. Modifications to task orders shall include the information set forth in paragraph (c) above, as applicable. Task orders may be modified orally by the Ordering Officer in emergency circumstances. Oral modifications shall be confirmed by issuance of a written modification within two working days from the time of the oral communication modifying the order.

(f) The CPFF or Ceiling Amount for each CPFF task order will be the ceiling price stated therein and may not be exceeded except when authorized by a modification to the task order.

## Section I - Contract Clauses

### CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	JUL 2013
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.204-16	Commercial and Government Entity Code Reporting	NOV 2014
52.204-18	Commercial and Government Entity Code Maintenance	NOV 2014
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	DEC 2014
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-21 Alt III	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications (Oct 2010) - Alternate III	OCT 1997
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-9 ALT II (Dev)	Small Business Subcontracting Plan (Deviation 2013-O0014) - Alternate II	OCT 2014
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007

52.222-35	Equal Opportunity for Veterans	JUL 2014
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	JUL 2014
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	AUG 2013
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-14	Rights in Data--General	MAY 2014
52.232-17	Interest	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.232-25 Alt I	Prompt Payment (July 2013) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.244-2	Subcontracts	OCT 2010
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAR 2015
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	OCT 2010
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7006	Billing Instructions	OCT 2005
252.204-7012	Safeguarding of Unclassified Controlled Technical Information	NOV 2013
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.215-7000	Pricing Adjustments	DEC 2012
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	OCT 2014
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014

252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7000	Non-estoppel	OCT 1966
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
252.231-7000	Supplemental Cost Principles	DEC 1991
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.242-7004	Material Management And Accounting System	MAY 2011
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.246-7000	Material Inspection And Receiving Report	MAR 2008
252.247-7023	Transportation of Supplies by Sea	APR 2014

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$5,000.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **\$10,000,000.00**;

(2) Any order for a combination of items in excess of **\$10,000,000.00**; or

(3) A series of orders from the same ordering office within five (5) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **five (5)** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

##### 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after \*\*.

\*\*TBD at time of award.

(End of clause)

#### 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JULY 2013)

(a) Definitions. As used in this clause--

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The

Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ( ) is, ( ) is not a small business concern under NAICS Code \_\_\_\_\_ - assigned to contract number \_\_\_\_\_.

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses: <http://acquisition.gov/far/>

DFARS Clauses: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

(End of clause)

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

#### 252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from \_\_\_\_ \*\* \_\_\_\_ through \_\_\_\_ \*\* \_\_\_\_ [insert dates].

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered ``issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered ``issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

\*\*TBD at time of award.

(End of Clause)

#### CPFF CLAUSES

The following clauses incorporated by reference are applicable to the base IDIQ and are applicable to any subsequent CPFF task orders:

Clause No.	Title
52.215-23	Limitations on Pass-Through Charges (Oct 2009)
52.216-7	Allowable Cost and Payment (JUN 2011)
52.216-8	Fixed Fee (JUN 2011)
52.222-2	Payment for Overtime Premiums (JUL 1990)
	(a) __TBD at task order level__
52.228-7	Insurance-Liability to Third Persons (MAR 1996)
52.232-20	Limitation of Cost (APR 1984)
52.232-22	Limitation of Funds (APR 1984)
52.233-3	Protest After Award - ALTERNATE I (JUN 1985)
52.242-3	Penalties for Unallowable Costs (MAY 2001)
52.243-2	Changes - Cost-Reimbursement (AUG 1987) - ALTERNATE I (APR 1984)
52.249-6	Termination (Cost-Reimbursement) (MAY 2004)
52.249-14	Excusable Delays (APR 1984)

### FFP CLAUSES

In addition to the clauses above, the following clauses incorporated by reference are applicable to any Firm, Fixed Price (FFP) Task Orders:

Clause No.	Title
52.228-5	Insurance-Work on a Government Installation (JAN 1997)
52.229-3	Federal, State, and Local Taxes (APR 2003)
52.232-1	Payments (APR 1984)
52.232-8	Discounts for Prompt Payment (FEB 2002)
52.232-11	Extras (APR 1984)
52.232-25	Prompt Payment
52.233-3	Protest after Award
52.243-1	ALTERNATE I (APR 1984)(Changes-Fixed Price)
52.249-2	Termination for Convenience of the Government (Fixed-Price)(MAY 2004)
52.249-8	Default (Fixed-Price Supply and Service) (APR 1984)
252.232-7007	Limitation of Government's Obligation
252.243-7001	Pricing of Contract Modifications

### R&D CLAUSES

In addition to all applicable clauses above, the following clauses are applicable to the base IDIQ and all R&D type task orders:

Clause No.	Title
52.227-1 Alt I	Authorization and Consent <i>Alternate I (Apr 1984)</i>
252.235-7010	Acknowledgment of Support and Disclaimer
252.235-7011	Final Scientific or Technical Report

In addition to all applicable clauses above, the following clauses are applicable to the base IDIQ and all R&D CPFF type task orders:

Clause No.	Title
52.243-2 Alt V	Changes -- Cost-Reimbursement <i>Alternate V (Apr 1984)</i>

In addition to all applicable clauses above, the following clauses are applicable to all R&D FFP type task orders:

Clause No.	Title
52.232-2	Payments under Fixed-Price Research and Development Contracts (Apr 1984)
52.243-1 Alt. V	Changes -- Fixed Price <i>Alternate V (Apr 1984)</i>
52.249-9	Default (Fixed-Price Research and Development) (Apr 1984)

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

Attachment I - Corporate Experience and Past Performance Information Form

Attachment II – DD254

Attachment III – Contract Administration Plan

Attachment IV – Quality Assurance Surveillance Plan (QASP)

DRAFT

Section K - Representations, Certifications and Other Statements of Offerors

K9

**AUTHORIZED NEGOTIATORS**

The offer or quote represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: [list names, titles, and telephone numbers of authorized negotiators]

NAME	TITLE	TELEPHONE NO.
_____	_____	_____
_____	_____	_____
_____	_____	_____

K22

**REPRESENTATION REGARDING EMPLOYMENT OF DEPARTMENT OF DEFENSE PERSONNEL (FLC DET PHILA) (OCT 1992)**

The contractor represents that he does ( ), does not ( ), now employ or intend to employ (on either a full or part time basis) any current Department of Defense (DoD) personnel (civilian or military) for work or consultation under this contract. Affirmative representations must be fully explained in writing and attached hereto [include the names of such persons and the DoD activity employs them].

**CLAUSES INCORPORATED BY REFERENCE**

52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	DEC 2014
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	DEC 2012
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	OCT 2010
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JAN 2011
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

**CLAUSES INCORPORATED BY FULL TEXT**

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **541330**.

(2) The small business size standard is **\$15M**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

Paragraph (d) applies.

Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.

(vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

(iv) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

#### 52.204-17 OWNERSHIP OF CONTROL OF OFFEROR (NOV 2014)

(a) Definitions. As used in this provision--

Commercial and Government Entity (CAGE) code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or government entity, or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Contractor and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as an NCAGE code.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

(b) The Offeror represents that it [  ] has or [  ] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates ``has" in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code:

\_\_\_\_\_

Immediate owner legal name: \_\_\_\_\_

(Do not use a ``doing business as" name)

Is the immediate owner owned or controlled by another entity?:

[  ] Yes or [  ] No.

(d) If the Offeror indicates ``yes" in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

\_\_\_\_\_

Highest-level owner legal name:

—  
(Do not use a "doing business as" name)

(End of provision)

#### 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.; and

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

(a) Definitions. As used in this provision--

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ( ) has ( ) does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2014) - ALTERNATE I (MAY 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_ (insert NAICS code).

(2) The small business size standard is \_\_\_\_ (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( \_\_\_\_ ) is, ( \_\_\_\_ ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( \_\_\_ ) is, ( \_\_\_ ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( \_\_\_ ) is, ( \_\_\_ ) is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.] The offeror represents as part of its offer that--

(i) It ( \_\_\_ ) is, ( \_\_\_ ) is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ \_\_\_ ] is, [ \_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ---- \_\_\_ -----.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.] The offeror represents as part of its offer that--

(i) It ( \_\_\_ ) is, ( \_\_\_ ) is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ \_\_\_ ] is, [ \_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ----- \_\_\_ -----.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( \_\_\_ ) is, ( \_\_\_ ) is not a veteran-owned small business concern.

(7) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.) The offeror represents as part of its offer that it ( \_\_\_ ) is, ( \_\_\_ ) is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ( \_\_\_ ) is, ( \_\_\_ ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( \_\_\_ ) is, ( \_\_\_ ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small

business concern or concerns that are participating in the joint venture: \_\_\_\_ .) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(9) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

252.203-7998 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION 2015-O0010) (FEB 2015)

(a) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) Representation. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

252.203-7999 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2015-O0010)(FEB 2015)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect. (c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(End of clause)

#### 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2015)

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

(i) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 222.1771. Applies to solicitations with a value expected to exceed the simplified acquisition threshold.

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) 252.225-7049, Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(vi) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vii) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(viii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(ix) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

\_\_\_ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

\_\_\_ (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

\_\_\_ (iii) 252.225-7020, Trade Agreements Certificate.

\_\_\_ Use with Alternate I.

\_\_\_ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

\_\_\_ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

\_\_\_ Use with Alternate I.

\_\_\_ Use with Alternate II.

\_\_\_ Use with Alternate III.

\_\_\_ Use with Alternate IV.

\_\_\_ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM Web site at <https://www.acquisition.gov/>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below \_\_\_ [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

252.209-7992 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2015 APPROPRIATIONS (DEVIATION 2015-OO0005) (DEC 2014)

(a) In accordance with sections 744 and 745 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds made available by this or any other Act may be used to enter into a contract with any corporation that—

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

SUBMISSION OF PROPOSALS

SUBMISSION OF PROPOSALS (BEST VALUE/TRADE-OFF)

I. GENERAL

In addition to instructions to offerors contained elsewhere in this solicitation, the following instructions are provided.

Initial proposals and any modifications thereto are to be submitted to the Contracting Officer on or before the closing date and time cited elsewhere in this Request for Proposals. Faxes, e-mails, and/or responses through NECO or any method other than Hard Copy format are not acceptable. **Delivery of responses shall be via United States Postal Service or Overnight Delivery Services only; no hand-delivery or courier delivery shall be accepted.**

Offerors shall submit their proposals in two separate volumes as follows:

Volume I	Non-price Proposal	Original and 5 copies
Volume II	Price/Cost Proposal	Original and 2 copies on CD or DVD

The hardcopy proposal takes precedence over the CD or DVD if there is a discrepancy. The CD or DVD shall use Microsoft Office Word and Excel to record its contents. All Excel files and cells shall be unlocked and any formulas used shall be clear.

In addition, offers consist of and shall include the following items as part of Volume II:

Solicitation cover sheet with appropriate blocks completed by the offeror

Solicitation pricing pages completed by the offeror

Acknowledgement of solicitation amendments pursuant to FAR 52.215-1 (if not previously acknowledged).

Representations and Certifications completed by the offeror in accordance with instructions contained elsewhere in this solicitation. If the offeror has completed all of the representations and certifications required by this solicitation in ORCA in accordance with FAR 52.204-8 and DFARS 252.204-7007 ALT A, then the offeror need not submit the hardcopy Representations and Certifications.

In accordance with FAR 52.219-9 Alt II, the offeror shall include a Small Business Subcontracting Plan (this Plan not required for Small Business offerors) as part of the volume II submission. **The statutory goal for small business participation for this requirement is 23%. The offeror shall meet all statutory goals for small business participation to include the following:**

- 5% of prime and subcontracts for women-owned small businesses;
- 5% of prime and subcontracts for small disadvantaged businesses;
- 3% of prime and subcontracts for service-disabled veteran-owned small businesses;
- 3% of prime subcontracts for HUBZone small businesses

The completion and submission of the above items will constitute an offer (proposal) and will be considered the offeror's unconditional assent to the terms and conditions of this solicitation and any attachments and/or exhibits hereto. Alternate proposals are not authorized. An objection to any of the terms and conditions of the solicitation will constitute a deficiency (see FAR 15.001) which will make the offer ineligible for award.

Volume I            Non-price Proposal

This volume shall address Performance Approach, Management Approach, Past Performance, Corporate Experience, and Socio-Economic Plan and include all information required for proposal evaluation.

This volume of the proposal shall exclude any pricing/cost information, except for the information required to be provided under the Socio-economic Plan factor, that would reveal the total costing/pricing detailed in Volume II of the proposal.

Each page of each copy should include the following legend:

Source Selection Information - See FAR 2.101 and 3.104

Volume II Price/Cost Proposal

This volume shall include the completed solicitation documents and a complete and detailed price/cost breakdown with all supporting information. Each page of each copy should include the following legend:

Source Selection Information - See FAR 2.101 and 3.104

#### IMPORTANT NOTES:

- (1) Offerors shall respond to all requirements of the solicitation document. Offerors are cautioned not to alter the solicitation.
- (2) In the event any person who is not a bona fide employee of the offeror participated in the creation, formulation, or writing of any portion of the proposal, a certificate to this effect shall be included in the proposal which shall be signed by an officer of the offeror. Such certificate shall identify the name of the person who is not a bona fide employee, that person's employment capacity, the name of the person's firm, the relationship of that firm to the offeror, and the portion of the proposal in which the person participated.

#### II. REQUIREMENTS FOR PROPOSAL CONTENT

- (1) Any offeror who will be submitting CLASSIFIED data in its Non-price proposal shall first notify the Contracting Officer by contacting the point of contact in the solicitation. CLASSIFIED data that is forwarded as part of an offeror's proposal shall be housed in its own binder, separate from the unclassified portion.
- (2) Introduction and Purpose - This section specifies the format that offerors should use in proposals submitted in response to this solicitation. The intent is not to restrict the offerors in the manner in which they will perform their work but rather to ensure a certain degree of uniformity in the format of the proposals for evaluation purposes.
- (3) Each volume should contain the following items in addition to the other information required by this solicitation:

Cover:

The cover should indicate the following:

- Title of the proposal
- Volume Number (I or II)
- Solicitation number
- Name and address of offeror
- Identification of original signature copies

Table of Contents:

The table of contents should provide detail sufficient to allow the important elements to be easily located. The use of tabs and dividers is encouraged.

- (4) Requirements for Style: Each offeror shall submit a proposal that clearly and concisely sets forth the contractor's response to the requirements of the solicitation. Unnecessary elaboration or other presentations beyond

that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive paper or bindings, and expensive visual or other presentation aids are neither necessary nor desired. The proposal shall contain all the pertinent information in sufficient detail in the one area of the proposal where it contributes most critically to the discussion. When necessary, the offeror shall refer to the initial discussion and identify its location within its proposal.

#### (5) Page Limitations

Volume I, "Non-price Proposal," is limited to a maximum of fifty (50) pages in length inclusive of any charts, diagrams, and/or other graphics. Each "page" is defined as one sheet, 8 ½ " x 11", with at least one inch margins on all sides, using a font with a point size of 12 or greater (e.g., "Times New Roman" style with 12 point font). Lines shall, at a minimum, be single-spaced. Pages shall be consecutively numbered. Multiple pages, double pages, two-sided pages, or foldouts will count as an equivalent number of 8 ½" x 11" pages. The cover sheet, table of contents (not to exceed one page per volume), tabs, and dividers will not count toward the page limit. The one exception to the font size requirement shown above is that the "corporate experience and past performance information forms" may be completed with a point size of 10 or greater. Pages submitted in excess of the page limitations described above will not be evaluated.

Volume II, "Price/Cost Proposal," is not page limited.

### III. PROPOSAL CONTENT

#### (1) Volume I – Non-price Proposal

The Non-price evaluation factors are listed below (in descending order of importance where Corporate Experience and Past Performance are of equal importance and the Socio-economic plan is significantly less important than any other factor):

##### (a) Performance Approach

The Performance Approach asks the Offeror to address both the PWS and sample tasks. The purpose of the sample tasks is to provide the Offeror the opportunity to demonstrate a more detailed level of task execution than is deemed possible throughout the response based on the overall page limitation.

The Offeror shall provide in detail a performance approach that will successfully accomplish the requirements of the solicitation, including the PWS. The Offeror should describe any risks associated with the solicitation, including the PWS and any risks associated with implementation of the Offeror's performance approach; should describe any techniques and actions to mitigate such risks; and should explain whether the techniques and actions identified for risk mitigation have been successfully used by the Offeror. The Offeror should provide any other information the Offeror considers relevant to the solicitation.

For Performance Approach: there are functional areas in the performance work statement (PWS). There are three sample tasks described below correspond to functional areas in the PWS.

Offerors shall also provide a detailed performance approach, in accordance with the solicitation requirements, for successfully accomplishing the three sample tasks that have been provided. As stated in the PWS, the Contractor, at a minimum, shall describe the method for how the task is to be accomplished.

In addition to the technical issues regarding accomplishing each sample task, the Offeror should address the utilization of Personnel Resource Bands, the specific skill set levels within the Bands, the magnitude of effort with respect to time, numbers of people, and involvement of other organizations, location of various activities, and how activity data is captured.

#### **Sample Task 1 - Integrated access to foundational data**

Provide support to the development and integration of key registries and repositories that provide foundational information about data and service capabilities across the department. The registry and repository integration will allow decision makers access to foundational capability information (Architecture, standards, requirements, etc.) that is currently fragmented and difficult to access for the purposes of tracking the departments progress against policy, guidance as well as make informed recommendations on the way forward for the department with regards to capability interoperability. The deliverable is an executable plan to integrate real repositories and registries both materially and non-materially. The plan needs to be coordinated amongst key stakeholders (obtain those stakeholders buy-in) and achievable.

- How would you develop and integrate key registries and repositories from both a material and non-material perspective?

- What kinds of documentation would be required? What governance bodies and organizations are necessary to socialize/vet these products and plans?"

### **Sample Task 2 - Requirements and Architecture Development**

- Describe your proposed process for conducting an analysis of potential architecture synchronization issues associated with the Department of Defense's Joint Information Environment (JIE) and Mission Partner Environment (MPE) efforts. How do you propose to identify the potential architecture synchronization issues, what would your methodology consist of? What authoritative sources would you use? Which architectures would be analyzed first? Describe your process for conducting the analysis. Describe your process to document and verify the findings. Describe your process for making adjustments to the architectures that would need to be synchronized.

- Describe your proposed process for development and documentation of architectures and their associated data. Identify some of the challenges to implementing an integrated architecture data repository and potential processes/guidance/technology to ensure architecture data are fully integrated and reusable.

- Describe your processes for maintaining the currency of the capabilities of your personnel involved in requirements and architecture development; for example, architects, and analysts. Describe your process for anticipating and preparing for emerging/evolving capabilities; for example, JIE, MPE, cyber operations, coalition operations, changes to architecture frameworks/methodologies.

### **Sample Task 3 - Field Assessments**

- Describe your process to develop and sustain the production of assessments during field events that exercise or test C2 and Cyber (C2/Cyber) interoperability and integration while replicating joint and coalition task force operations. Describe your method and process to produce databases, analyze databases, and deliver reports that inform staff thinking and leadership decisions within the formal DoD Decision Support Systems of Joint Capabilities Integration and Development System (JCIDS) and the Defense Acquisition System (DAS).

- How do you propose to maintain currency among your contractor workforce to replicate operational C2 architectures using simulation-a mixture of live, virtual and constructive (LVC)-to exercise military operations?

- How do you propose to maintain currency among your contractor workforce to build and analyze databases and produce analytical reports, complete with facts-based findings and recommendations?

- How do you propose to maintain currency among your contractor workforce to apply commercial off the shelf software to develop and sustain automated analysis support tools that are owned by the US Government, i.e. data reduction tools, visual display tools, etc.?

(b) Management Approach

The offeror shall provide in detail a management approach that will successfully accomplish the requirements of the solicitation, including the PWS. The approach should describe how the offeror will create, train and maintain the workforce required for contract performance. It should describe how contract performance throughout the life of the contract will be managed and how it will manage the projected requirements contained in the solicitation. The approach shall describe how the offeror will manage collaboration with other MAC holders/the Government. The Offeror shall describe in detail its approach to control costs in management of task order performance, shall indicate whether this approach has been implemented previously, and shall describe the results realized from those approaches implemented previously. The Offeror should describe any risks associated with the solicitation, including the PWS and any risks associated with implementation of the Offeror's management approach; describe any techniques and actions to mitigate such risks; and explain whether the techniques and actions identified for risk mitigation have been successfully used by the Offeror. The offeror should provide any other information the offeror considers relevant to the solicitation.

(c) Corporate Experience

The offeror shall demonstrate relevant corporate experience. Relevant corporate experience is experience within the past five years that is the same as, or similar to, the scope, magnitude, and complexity of the work described by this solicitation. However, the Government recognizes that offerors may not have corporate experience of the same or very similar scope, magnitude, and/or complexity to that which is described in the solicitation. Therefore, the degree to which the offeror's corporate experience is determined to be relevant will increase as the scope, magnitude, and complexity for the cited experience increases.

To demonstrate its corporate experience, the offeror shall identify up to four (4) of its most relevant contracts or efforts within the past five (5) years, and provide any other information the offeror considers relevant to the requirements of the solicitation. Offerors shall provide a detailed explanation demonstrating the relevance of the contracts or efforts to the requirements of the solicitation. If subcontractor experience is provided as part of the four (4) of its most relevant contracts or efforts, the subcontractor experience will be given weight relative to the scope, magnitude and complexity of the aspects of the work under the solicitation that the subcontractor is proposed to perform. Therefore, the offeror's proposal shall detail clearly the aspects of the work in the solicitation that the subcontractor is proposed to perform.

The corporate experience references will be evaluated in the aggregate in order to allow offerors who may not have the entire scope, magnitude, and complexity of the requirement under one individual contract to still be considered acceptable if experience with the full scope, magnitude, and complexity of the requirement can be demonstrated within the allotted number of references as described above.

The offeror shall complete a "[Corporate Experience and Past Performance Information Form](#)" for each reference submitted. The form is an attachment to the solicitation. The forms will count toward the Volume I page limit described above. For additional information regarding a particular reference beyond that which will fit on the form, the offeror may continue onto another sheet of paper. Such continuation sheet(s) for submitted references will count toward the Volume I page limit. Relevant references submitted under the Corporate Experience factor will also be considered in the evaluation of Past Performance. Only a single set of up to five references shall be submitted.

The corporate experience proposed for each offeror will be used to assess the extent of the offeror's understanding of the scope, magnitude, and complexity of the requirement and the extent of risk of unsuccessful performance.

***NOTE: The Corporate Experience factor is defined by what relevant experience the offeror has gained under specific contracts within the five years immediately preceding the submission of its proposal; while the Past Performance factor, identified below, is defined by how well the offeror has performed over those five years. The primary focus of the Past Performance evaluation will be on those contracts identified in the proposal that are found to be relevant to the solicitation's requirements. While Corporate Experience and Past Performance are separate evaluation factors, they principally focus on different aspects of the same contracts. Accordingly, offerors shall submit a single set of corporate experience and past performance information (maximum of four (4) of its most relevant contracts) to satisfy the submission requirements for both factors.***

(e) Past Performance

The offeror shall demonstrate relevant past performance or affirmatively state that it possesses no relevant past performance. Relevant past performance is performance under contracts or efforts (within the past five years) that is of similar scope, magnitude, and complexity to that which is described in the solicitation (as defined under the Corporate Experience factor). The Government will evaluate the relevant references submitted under Corporate Experience factor. Only a single set of up to four (4) references shall be submitted.

The offeror should address its past performance in complying with requirements of the clauses at FAR 52.219-8, "Utilization of Small Business Concerns," and 52.219-9, "Small Business Subcontracting Plan."

(g) Socio-Economic Plan

The offeror shall address the extent of participation of small businesses, small disadvantaged businesses, women-owned small businesses, historically black colleges or universities and minority institutions, veteran-owned small businesses, service-disabled veteran-owned small businesses, and HUBZone small businesses in performance of any resultant contract. The solicitation, however, does not require participation by such entities. The offeror shall provide targets, expressed as percentages of total contract value, for small businesses, small disadvantaged businesses, women-owned small businesses, historically black colleges or universities and minority institutions, veteran-owned small businesses, service-disabled veteran-owned small businesses, and HUBZone small businesses in any of the North American Industry Classification System (NAICS) Major Groups as determined by the Department of Commerce. The targets may provide for participation by a prime contractor, joint venture partner, teaming arrangement member, or subcontractor. Targets will be incorporated into and become part of any resultant contract.

If the offeror fails to provide targets for the contract and/or any of the seven socio-economic factors, the offeror's proposal will be evaluated at zero percent and/or zero dollars for the contract and/or any socio-economic factor for which a target is not provided. However, an offeror that provides no socio-economic plan in response to this factor may be considered ineligible for award.

(2) Volume II – Price/Cost

Volume II shall include the completed solicitation documents and a complete and detailed price/cost breakdown with all supporting documentation. The price/cost proposal shall support the Non-price proposal. If the price/cost proposal does not support the Non-price proposal, the offeror's proposal rating may be downgraded. The price/cost proposal shall include all elements of cost and such other cost information as considered appropriate to support the offeror's proposal. The cost and pricing information shall be completed in accordance with the following:

**(a) For proposal purposes, while the aggregate labor costs and fee for the five year ordering period will be the basis for CLIN 0001, the price/cost proposal shall break out the costs, by year, in accordance with the level of effort found in the pricing model described later in this provision (see below).**

**(b) In accordance with FAR 52.222-46, an offeror shall include a "Total Compensation Plan" as defined by that provision as part of their Price/Cost narrative.**

(c) Supporting data including labor rates and hours, burden rates, material lists and costs, travel charges, and "other direct costs" used in developing the price/cost breakdown shall be furnished. The supporting data for "other direct costs" shall include an itemization of those costs and an explanation and justification for each cost so itemized.

(d) For proposal purposes, the following ratios of On-site (Contractor facility) and Off-site (Government facility) labor performance are established for all labor categories:

ON-SITE

OFF-SITE

10%

90%

(e) The following amounts (plus applicable G&A and Material Handling) will be utilized by the Government for evaluation purposes only in determining the total evaluated cost of a proposal.

*Travel	*Material
\$6,119,951.00	\$156,121.00

\*These estimated values are for the 60-month period

(i) Travel estimated above is for travel and subsistence associated with performance under any resultant contract which will be reimbursed in accordance with the clause entitled "Reimbursement of Travel Costs."

(ii) Material estimated above is for incidental material and special materials as defined in the clause entitled, "Allowability of Material and General Business Expenses" and elsewhere in the solicitation.

(iii) Any offeror having an accounting system which includes, within overhead or G&A, travel and/or material shall specifically state this fact within the price/cost proposal.

(f) Any and all subcontracts identified in the Non-price proposal shall be identified and priced in the price/cost proposal. Subcontracts (regardless of dollar value) shall be adequately documented. Subcontractor price/cost breakdowns may be submitted in separate sealed envelopes, including a soft copy of their cost build-ups on CD or DVD. The hardcopy proposal takes precedence over the CD or DVD if there is a discrepancy. The CD or DVD shall use Microsoft Office Word and Excel to record its contents. All Excel files and cells shall be unlocked and any formulas used shall be clear.)

(g) If the offeror is currently being audited, or has been audited, by the Defense Contract Audit Agency, the name and location of the assigned DCAA office should be furnished with the price/cost proposal.

**SUBCONTRACTING GOAL** for large business: The offeror shall meet all statutory goals for small business participation is 23% to include: 5% of prime and subcontracts for women-owned small businesses; 5% of prime and subcontracts for small disadvantaged businesses; 3% of prime and subcontracts for service-disabled veteran-owned small businesses; 3% of prime subcontracts for HUBZone small businesses

**FOR PROPOSAL PURPOSES ONLY**, An offeror's cost proposal shall use the duties defined in paragraph 4.0 - 4.14 of the Performance Work Statement and the personnel qualifications below to develop pricing for the level-of-effort described in Section B:

**Pricing Model:**

<b>Personnel Resource Bands (Hrs)</b>	<b>Lot I</b>	<b>Lot II</b>	<b>Lot III</b>	<b>Lot IV</b>	<b>Lot V</b>	<b>TOTAL</b>
Program Management	12,340	12,340	12,340	12,340	12,340	61,700
- Labor Categories:						
Program Manager	12,340	12,340	12,340	12,340	12,340	
Operation Support	157,256	157,256	157,256	157,256	157,256	786,280
- Labor Categories:						
Requirements Analyst	54,200	54,200	54,200	54,200	54,200	
Systems Analyst	34,520	34,520	34,520	34,520	34,520	
JDAT Analyst	68,536	68,536	68,536	68,536	68,536	
Technical Support	132,431	132,431	132,431	132,431	132,431	662,155
- Labor Categories:						
Systems Engineer	12,886	12,886	12,886	12,886	12,886	

JDAT Engineer	35,840	35,840	35,840	35,840	35,840	
Knowledge Engineer	3,840	3,840	3,840	3,840	3,840	
System Integrator	1,920	1,920	1,920	1,920	1,920	
Research Scientist	8,365	8,365	8,365	8,365	8,365	
Enterprise Architect	5,760	5,760	5,760	5,760	5,760	
Database Administrator	1,920	1,920	1,920	1,920	1,920	
Operations Analyst	29,700	29,700	29,700	29,700	29,700	
Architect Analyst	15,360	15,360	15,360	15,360	15,360	
Technician	14,920	14,920	14,920	14,920	14,920	
Web Developer	1,920	1,920	1,920	1,920	1,920	
Functional Support	9,540	9,540	9,540	9,540	9,540	47,700
- Labor Categories						
Information Specialist	1,920	1,920	1,920	1,920	1,920	
Financial Analyst	1,920	1,920	1,920	1,920	1,920	
Office Manager	3,200	3,200	3,200	3,200	3,200	
Writer/Editor	2,500	2,500	2,500	2,500	2,500	
Total (Hrs)	311,567	311,567	311,567	311,567	311,567	1,557,835
Material (\$)	\$30,000	\$30,600	\$31,212	\$31,836	\$32,473	\$156,121
Travel (\$)	\$1,176,000	\$1,199,520	\$1,223,510	\$1,247,981	\$1,272,940	\$6,119,951

The percentage of work to be performed at the contractor's site and the Government site are included above under paragraph (d).

The contractor shall provide personnel with qualifications and minimum experience as described below (and also in a specific task order):

### **LABOR CATEGORY DESCRIPTIONS**

#### **PROGRAM MANAGEMENT**

##### **Program Managers (PMs) or Project Leads**

Perform day-to-day management of overall contract support operations, possibly involving multiple projects and groups of personnel at multiple locations. PMs or Project Leads organize, direct, and coordinate the planning and production of all contract support activities. Establish and update corporate management structure to direct effective contract support activities. PMs or Project Leads will manage the overall execution of the program and the performance of the team. The PM or Project Lead will be responsible for coordinating with the government leadership on matters related to contracts, funding, and staffing. PMs or Project Leads perform day-to-day management of assigned task order projects that may involve teams of engineers, scientists, and management professionals involved in analyzing, designing, integrating, training, testing, documenting, implementing, and maintaining large complex systems. PMs or Project Leads demonstrate proven skills in those technical areas addressed by the task order to be managed. PMs or Project Leads organize, direct, and coordinate planning and production of all activities associated with assigned task order projects. The Joint Fires Program Manager will manage the overall execution of the Joint Fires program and the performance of the team. The Joint Deployable Analysis (JDAT) Program Manager provides management for JDAT analytical, operational and technical services to include on-site contract management.

Education: BA or BS degree required; M.S., MBA, or M.A. degree desired from an accredited college or a graduate of a DoD Senior Service College.

Experience: A minimum of 2 years public/private experience as a Program Manager or a minimum of 5 to 10 years' experience in managing complex engineering or technical efforts involving multiple facets of engineering disciplines. Expertise in the management and control of funds and resources using complex reporting mechanisms. Demonstrated capability in managing multi-task contracts and/or subcontracts of various types and complexity. Demonstrated written and oral communication skills.

Specialized Experience Joint Fires PM: Minimum of 10 years' experience required with at least 5 years program management experience. Experience in Joint Staff or Major Command a plus. Strong communications skills required. Experience managing programs of similar size and complexity required.

Specialized Experience JDAT PM: At least 14 years of general military experience, at least two years' of specialized military experience with the doctrinal function of Command and control (C2) enabled by C2 systems, information systems (IS) and procedures to employ them (i.e. C2ISP), and general experience with project management that includes complete project development from inception to sustainment of services.

## **OPERATIONS SUPPORT**

### **Requirements Analyst**

Typical associated tasks that include, but are not limited to, C4 and Cyber requirements analysis, policy and strategy, portfolio analysis, financial management, cost analysis, cost performance trade-off analysis, feasibility analysis, regulatory compliance support, technology conceptual designs, and special studies and analyses.

Education and Experience: B.S. or B.A. degree from an accredited college or university with a minimum of 5 years' experience in technical work in the major area of full life-cycle system engineering involving concept development and requirements analysis. Specialized experience with at least 5 years of hands-on experience in direct execution of major IT efforts involving concept studies. Must be capable of handling assignments involving analysis, preliminary production, planning, requirements definition, traceability, and evaluation of one or more alternative technical approaches and associated costs for creating or upgrading performance of a system or activity. Specialized experience in portfolio analysis with at least four years of experience in mission analysis, DoD or Federal financial management and business processes, contracts and financial execution.

### **Systems Analyst**

Provides technical support and subject matter expertise for C4 and Cyber requirements, architectures, configuration and data analysis, product definition and design, planning, test and assessment, and evaluation of C4 and Cyber systems. Provides technical support to managing and evaluating Service and Joint requirements and programs. Provides support to the preparation and evaluation of technical documents, papers, studies, analysis, and briefings to include Joint Capabilities Integration and Development System (JCIDS) documents. Prepares and executes detailed analysis for C4 and Cyber systems.

Education: BS in Engineering, Computer Science, or other comparable technical degree from an accredited college/university and five (5) years related experience; or BA/BS from an accredited college/university and ten (10) years related experience. Waiver of degree requirement for specific known technical expertise in national level intelligence, tactical and/or strategic communications systems, Command and Control applications and architectures, and documented experience serving in senior level positions.

Experience: Demonstrated knowledge and understanding of multiple C4 and Cyber systems; demonstrated experience with computer and communications-related programs; experience in cost-benefit analysis to support decision making of alternative designs or architectures and risk assessment associated with approach; demonstrated knowledge and experience in requirements development, product definition and design, and test planning and execution. Operational experience includes planning and executing combined and joint operations. Demonstrated knowledge and experience in JCIDS, requirements management, and Service and Joint military operations.

### **JDAT Analyst**

Provides the Joint Deployable Analysis Team (JDAT) with analytical and operational support. Support services include but is not limited to: (1) serving as the lead analyst for individual Government projects or major tasks; (2)

the management and conduct of empirical analyses to assess critical operational issues (COIs) for C2 systems, information systems (IS) and their employment procedures (i.e. C2ISP); (3) review and approval of all assessment designs and supporting data collection plans applied in an individual Government project or task to ensure capture of operationally relevant data; (4) managing the execution and quality control of the data collection and storage during individual assessment events; (5) the production and delivery of a post-project assessment report that integrates all analyses conducted, complete with facts-based findings; (6) managing the execution and quality control of post-event analyses and individual production of assessment sections to a post-project assessment report; (7) post-event data analysis to produce facts-based findings and recommended solutions for identified C2IS issues or opportunities; and (8) the designs of experiment using advanced mathematical techniques to assess COIs for C2ISP.

Education and Experience: a High School diploma, or equivalent and at least 20 years of general military experience. A Bachelor of Science degree or a Master of Science degree in science, technology, engineering and mathematics (STEM) and at least 20 years of general military experience. A minimum of 6 years of specialized military experience with combat arms units, combat support units or analytical organizations. Writing at the post-graduate level. Proficiency with Microsoft Office Word, Excel and PowerPoint to convey information in clear and easily understood terms to USG and NATO/coalition decision makers. As identified in specific contract task orders, a Masters or PhD in any of the STEM fields may reduce the requirements for general military experience.

## **TECHNICAL SUPPORT**

### **Systems Engineer**

Plans and performs engineering research, design development, and other assignments in conformance with design, engineering and customer specifications. Discipline may be responsible for the technical/engineering part of a major project or a project of lesser complexity and importance than those normally assigned to a higher level engineer. May coordinate the activities of Technicians assigned to specific engineering projects. The discipline may be required to utilize advanced knowledge of modeling and measuring techniques, mathematics, statistical methods, engineering methods, operational mathematics techniques, and other principles and laws of scientific and economic disciplines in determining solutions. Provide expertise and knowledge of the subject matter to analyze and solve complex problems and provides management and subject matter insight to teams performing assigned tasks.

Education: BS in Engineering, Computer Science, or other comparable technical degree from an accredited college or university and five (5) years related experience; or BA/BS from an accredited college or university and ten (10) years related experience.

Experience: Must possess 5 to 10 years' experience with an understanding of multiple C4 and Cyber systems; System development or design experience in computers, communications, and wireless technology programs; cost-benefit analysis to support decision making of alternative designs or architectures and risk assessment associated with approach; experience in requirements development, product definition and design, C2, and test planning and execution.

### **JDAT Engineer**

Provide engineering technical support to include, but is not limited to (1) the production and management of DoD designs and plans for IS, (2) installation and troubleshooting/testing of data collection equipment; (3) use of audio and video recording hardware and software; (4) the design, fabrication and operation of data collection and analysis systems, as well as their hardware and software interfaces; and (5) the collection, reduction and achieved storage of digital IS data. Engineers shall the following combinations of education and experience:

Education: As a minimum, a Bachelor degree and at least 7 years of specialized experience or a two-year Associate of Arts Degree (A.A) with a t least five years specialized experience.

Experience: Specialized experience in one of six functional areas: Systems Administration (includes computers), Communications, Cybersecurity, Software, Networks, and Instrumentation: At least four years of specialized experience supporting analytical requirements for the military, i.e. assessments, evaluations, testing, and/or analysis requirements. A proficiency with Enclave Networks and advanced Computing Environments, long haul network communications, Voice Over Internet Protocol (VOIP), core network operations, as well as the interpretation,

implementation, and documentation of government technical requirements. Professional writing and oral presentation skills and proficiency with Microsoft Office Word, Excel and PowerPoint. A Master's degree may reduce the specialized experience requirements identified in specific contract task orders.

Qualifications/Certifications: In addition to education and experience requirements, contractors providing JDAT engineering support shall possess the following training qualifications and certifications: DoDI 8500.01 (Cybersecurity), DoD 5200.2-R (Personnel Security Program), and DODINST 8570.01-M (Information Assurance Workforce Improvement Program). Network 'Engineers' shall have Information Assurance IASAE 2 and IAT Level 3. Software 'Engineers' shall have Information Assurance IAT Level 2. Cybersecurity 'Engineers' shall have specific Information Assurance IASAE 2, and IAM Level 3.

### **Knowledge Engineer**

Develops and test software and hardware systems to support coordination and sharing of IT models and systems. Diagnoses and resolves hardware, software, firmware and network protocol problems. Develops simulation application interfaces to improve the utility of joint and service Modeling, Simulations & Analysis tools for training and operations, planning and execution purposes. Performs systems analysis of MS&A assessment tools and communications technologies having potential to support strategic, operational, and tactical collaboration requirements. Supports the testing of Modeling, Simulations & Analysis systems. Designs, develops, implements, technical products and systems that support the collaboration and sharing of information within the analysis community. Performs engineering design evaluations. Supports the collaborative environment within the CCMDs and across the analysis community. Develops IT architectures and systems to overcome challenges in knowledge sharing and knowledge attrition due to transformation, retirement, and downsizing. Performs a variety of tasks in designing and studying innovative computer systems that help CCMDs work together in small or large groups (e.g., "groupware", "computer-supported cooperative work", and "electronic markets"). Evaluates advances in technology to identify and recommend opportunities for effective information management in particular, intranets, groupware and other collaborative technologies that make it possible for more widespread sharing and collaborative use of information systems and models. Provides technical consultation in the area of advances in text retrieval systems; documents management and other hardware/software trends in knowledge management technologies. Relies on experience and judgment to plan and accomplish goals. Performs a variety of complicated tasks.

Education/Experience: Masters of Science degree from an accredited college or in Engineering or Computer Science with a minimum of five (5) years of task related experience. B.S. in Engineering or Computer Science with a minimum of five (5) years of task related experience.

### **System Integrator**

Applies analytical processes to the planning, design, and implementation of new and improved information systems to meet the business requirements of DOD Architecture information sharing among customer and stakeholder organizations. Support includes performing requirement need analyses to define opportunities for new or improved business process solutions; consulting customers and stakeholders to identify and specify requirements; developing overall functional and systems requirements and specifications for the DOD federated architecture environment in conjunction with other staff members; conducting business process reengineering to support improved architecture information sharing; conducting feasibility studies and trade-off analyses; preparing business cases for the application of IT solutions; assisting the Branch Chief in defining systems scope and objectives; developing cost estimates for new or modified systems and provides recommended approaches to the Branch Chief; ensuring that all aspects of the federated architecture enterprise, e.g., procedures, web services, web portals, databases, policies, software, and hardware are integrated and properly functioning; planning and assisting in architecture federation systems implementation; ensuring the rigorous application of information security/ information assurance policies, principles, and practices to the systems analysis process.

Education/Experience: Bachelor's Degree in Information Technology, minimum 5 years' experience performing: Business Process Modeling, development of Service Oriented Architectures, maintenance and design of DoDAF Architecture Tool and database environments, development and implementation of Web Services, GIG Enterprise Services (GES) and DoDIN Service integration and implementation, and virtualization solution development. Requires DoD Information Assurance Workforce Information Assurance Technician (IAT) Level 2 certification.

### **Research Scientist**

Supports internal and external projects as assigned. Performs tasks within constraints of schedule and funding. Leads teams and supervises technical work as assigned to ensure that technical work is performed to appropriate professional standards and that technical requirements are met. Assists in business development activities as assigned. Identifies potential new customers and new sources of funding. Prepares white papers, proposals, briefings, and demonstrations as required to support development activities of the laboratory at the senior level.

Education and Experience: MS degree and seven years' relevant full-time experience, or BS degree and nine years' relevant full-time experience, or a PhD and four years' relevant full-time experience.

### **Enterprise Architect (IT)**

Provides technical support to the Joint Staff with enterprise architecture development and analysis, to include applying enterprise architecture processes and products to support strategic planning, inform resource decision making, identify process improvement opportunities, establish and enforce standards, and guide security and information assurance requirements. This will establish a foundation for transitioning from the existing environment to a desired joint information environment (JIE). The Enterprise Architect shall develop enterprise architecture (EA) products that met DoD Architecture Framework (DoDAF) specifications and include 'as-is,' 'to-be,' and transition planning views. The EA products should leverage Federal Enterprise Architecture Reference Models, where appropriate.

Education and Experience: B.A. or B.S. degree from an accredited college or university. Typically has 4 to 6 years of experience developing and analyzing enterprise architecture processes and products, with at least 3 years of specialized experience with the DoD Architecture Framework (DoDAF), the Business Enterprise Architecture and Enterprise Transition Plan, Service Oriented Architecture, and the Business Mission Area Federation Strategy and Roadmap.

### **Database Administrator**

Provides for the integrity of federated architecture databases, as well as the day-to-day operation of the functional components. The primary functions of a database administrator are to develop and maintain the data model, data schema, associated data and attributes, and version migration of the data for reuse across the enterprise.

Education and Experience: High School diploma (or equivalent) and 2 years' experience or Bachelor's Degree and 1 years' experience. Experience and skills to include knowledge of SQL programming, XML development and programming (XSD and XSLT development), Microsoft tools including SQL Server, Visio, Excel; knowledge of DoD Architecture Framework MetaModel, knowledge of service-orientated concepts for web-based information and data sharing, use of the DoD MetaData Registry, knowledge and integration of Global Information Grid Enterprise Services.

### **Operations Analyst**

Performs Joint Staff and Combatant Command-level staff coordination and conduct detailed technical analysis. Analysis support may include developing Joint Fires requirements. The Operations Analyst will function as part of a small team in a time-compressed environment. Duties may require periodic CONUS and OCONUS travel.

Education: BA or BS degree. MA or MS degree desired.

Experience: Strong military operational background and experience required. At least 5 years military experience required for a Senior Operations Analyst and 12 years for a principal operations analyst. For Joint Fires, minimum experience is 10 years' experience required in Joint Fires areas, staff experience at a Combatant Command (COCOM), Major Command or Joint Staff is required, and leadership experience in ground maneuver forces and Combat experience in CENTCOM AOR a plus. Strong communications and writing skills required.

### **Architect Analyst**

Provides technical support to DoD Architecture Framework (DoDAF) development, analysis and products to define solutions to a wide range of operations, requirements and capabilities in support related task order requirements including support for the development, maintenance and support of an enterprise architecture portal.

Education: Bachelor's Degree with 5 years' experience or Master's Degree with 3 years' experience. Bachelor's degree in Computer Science, Information Systems, Engineering, Business, or other related discipline from an accredited college/university or a minimum of 6 year's specific and related command and staff experience in the U.S. Military.

Experience: Six year's demonstrated experience with the following: Service and/or Joint capability, operational, and/or system architectures, operational and tactical operations or support to these operations to include experience at a major command level. Demonstrated experience in the preparation and execution of detailed architecture including interim and final architecture documentation and analysis reports; demonstrated experience in development C5 and other architectures.

### **Technician**

Performs a variety of complex technical functions in support of engineering activities related to a task order requirement. Duties may include such tasks as design, test, checkout, modification, fabrication and assembly of electronic and electro-mechanical systems, experimental design circuitry, prototype models, and/or specialized test equipment.

Education and Experience: Minimum is High School diploma (or equivalent) and 2 years' experience or Bachelor's Degree Level and 1-3 years' experience.

Special Qualifications/Certifications for JDAT Technicians: JDAT technician are required to have qualifications and certifications in accordance with (1) DoDI 8500.01 (Cybersecurity) and DoD 5200.2-R (Personnel Security Program), and (2) DODINST 8570.01-M (Information Assurance Workforce Improvement Program). Systems Administration Technicians, Software Technicians and Networks Technicians shall have Information Assurance IAT Level 2.

### **Web Developer**

Designs, develops, troubleshoots, debugs, and implements software code (such as HTML, CGI, and JavaScript) for a component of the website. Works with members of a project team to develop the site concept, interface design, and architecture of the website. Responsible for interface implementation. Integrates web applications with backend databases. Deploys large web-based transaction systems using application servers. Researches, tests, builds, and coordinates the integration of new products per production and client requirements. Requires strong navigation and site-design instincts.

Education and Experience: High School diploma (or equivalent) and minimum 2 years' experience..

## **FUNCTIONAL SUPPORT**

### **Information Specialist**

Applies an enterprise wide set of disciplines and processes for planning, analyzing, designing, constructing, and implementing information engineering for complex systems. Develops analytical and computational techniques and methodology for problem solutions. Performs process and data modeling in support of the systems planning and analysis efforts, using manual and automated tools. Employs reverse engineering and reengineering disciplines to develop migration strategic and planning documents. Supervises information engineers assigned to support a system development.

Education: M.S. or M.A. degree.

Experience: Typically has 10 to 12 years' experience in managing the implementation of information engineering projects and experience in system analysis, design, and programming.

### **Financial Analyst**

Provides general accounting and management activities to support task functions. Discipline conducts financial and record keeping aspects of the operation of engineering or technical projects/programs. Works in regard to matters such as project/program and status documentation, financial analysis, data collection and reports processing.

Education: BA or BS degree from an accredited college.

Experience: Three to five years' experience in general accounting, financial analysis, and management activities.

**Office Manager**

Support provided by this discipline includes, but is not limited to, documentation planning and support, project administration, general office support, executive secretarial support, human resource planning, event planning and administration, office relocation planning, mail services, records, data input, etc.

Education and Experience: Minimum is High School diploma (or equivalent) with up to 4 years' experience.

**Writer/Editor (JDAT Analytical Support)**

The tasks conducted by an ' Analytical Editor/Writer' providing Analytical services shall include, but are not limited to the development, writing and editing of material for reports, manuals, briefs, instruction manuals, catalogs and other technical publications concerned with engineering or related technical disciplines.

Education and Experience: A Bachelor degree with at least 4 years of specialized experience with science and engineering related technical disciplines, i.e. assessments, evaluations, testing, and/or analysis requirements or a two-year Associates Degree with at least six years of specialized military experience. Writing and oral presentation skills at the collegiate level and a proficiency with Microsoft Office Word, Excel and PowerPoint.

(End of Provision)

**L2**

**L2 NOTICE OF INCLUSION OF AN ORGANIZATIONAL CONFLICT OF INTEREST CLAUSE**

- a) The basis for including an OCI clause is: The solicitation requires the contractor to exercise subjective judgment; and the exercise of that judgment could affect the contractor's interests unrelated to the performance of the contract. The firm's ability to render impartial advice to the government could appear to be undermined by its relationship with the entity whose work product is being evaluated.
- (b) This solicitation contains a clause entitled Organizational Conflict of Interest which is to be included in the contract(s) to be awarded hereunder. The language of this clause is subject to revision, based on questions/concerns raised by prospective offerors to the attention of the Contracting Officer prior to solicitation closing.

(End of Provision)

**CLAUSES INCORPORATED BY REFERENCE**

52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.237-10	Identification of Uncompensated Overtime	MAR 2015
252.215-7008	Only One Offer	OCT 2013

**CLAUSES INCORPORATED BY FULL TEXT**

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

(a) Definitions. As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

- (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (iv) A summary of the rationale for award.
- (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of multiple cost-plus-fixed-fee (CPFF), indefinite delivery, indefinite quantity (IDIQ) type contracts resulting from this solicitation.

(End of provision)

#### 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

FLC Norfolk, Philadelphia Office  
700 Robbins Ave, Bldg 2B  
Philadelphia, PA 19111  
Attn: Kenneth Bullock, Contracting Officer  
215-697-9640

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

#### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR Clauses: <http://acquisition.gov/far/>

DFARS Clauses: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

(End of provision)

L3

**PREPARATION OF PROPOSALS/COST LIMITATION CEILINGS ON INDIRECT RATES**

Offerors who are considering the use of cost limitation ceilings in their proposal are advised to refer to the clause entitled “Cost Limitation Ceilings on Indirect Rates” herein.

DRAFT

Section M - Evaluation Factors for Award

EVALUATION CRITERIA

EVALUATION CRITERIA AND THE BASIS FOR AWARD

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represent the best value after evaluation in accordance with the factors in the solicitation. The offeror's proposal shall be in the form prescribed by, and shall contain a response to each of the areas identified in the Section L solicitation provision entitled "Submission of Proposals." The evaluation of proposals will consider the offeror's non-price proposal more important than the offeror's cost/price proposal.

(2) The non-price evaluation factors are listed below descending order of importance except that Corporate Experience and Past Performance are of equal importance and the Socio-economic plan is significantly less important than any other factor:

Performance Approach  
Management Approach  
Past Performance  
Corporate Experience  
Socio-economic Plan

In determining the rating for the Corporate Experience evaluation factor, the Government will give greater consideration to the contracts or efforts which the Government feels are most relevant to the RFP.

The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government. Offerors lacking relevant past performance history will not be evaluated favorably or unfavorably on past performance. However, the proposal of an offeror with no relevant past performance history, while not rated favorably or unfavorably for past performance, may not represent the most advantageous proposal to the Government and thus, may be an unsuccessful proposal when compared to the proposals of other offerors. The offeror should provide the information requested above for past performance evaluation, or affirmatively state that it possesses no relevant directly related or similar past performance. If an offeror fails to provide any past performance information which is similar in scope, magnitude and complexity to that which is detailed in the RFP or fails to affirmatively state that it possesses no relevant directly related or similar past performance, the offer may not be awardable. The Government will consider the quality of offeror's past performance. This consideration is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the offeror's past performance will be used as a means of evaluating the relative capability of the offeror and other competitors to successfully meet the requirements of the RFP. In determining the rating for the Past Performance evaluation factor, the Government will give greater consideration to the contracts or efforts which the Government feels are most relevant to the RFP.

An offeror determined to have no record of relevant past performance (or in an instance where no information on the offeror's past performance is available), will not be evaluated favorably or unfavorably for the Past Performance factor.

When an offeror is determined to have relevant past performance, the quality of its past performance will be evaluated; an offeror whose past performance demonstrates either a low expectation or no expectation that the offeror will be able to successfully perform the required effort will be considered ineligible for award.

For all other non-price factors, an offeror's proposal must be determined to be acceptable or better in order to be eligible for award.

The Government reserves the right to award the contract to other than the lowest priced offeror.

Costs will be evaluated on the basis of cost realism. Cost realism pertains to the offeror's ability to project costs which are realistic and reasonable and which indicate that the offeror understands the nature and scope of work to be performed.

Labor will be evaluated on the basis of 100% straight time.

Uncompensated overtime and uncompensated overtime rates will not be used in the evaluation.

For evaluation purposes, a full man year of effort equates to 1,920 hours.

The method of evaluation used by the Contracting Officer is solely within the discretion of the Contracting Officer.

Evaluation of personnel compensation will be part of the cost realism evaluation. Unrealistic rates, as determined by the Contracting Officer, may also be considered in risk assessment.

For the purpose of preparing a cost/price proposal, the offeror shall assume that the basic ordering period shall be from 15 January 2016 through 14 January 2021.

The Government has estimated travel and material costs as specified below:

Travel	Materials
\$6,119,951.00	\$156,121.00

The Government's estimated travel and material costs (plus applicable burden) shall be used for the purpose of evaluating the cost/price proposal. Therefore, offerors shall use these estimates in preparing their cost/price proposal. Application of material handling charges and/or G&A rates, as appropriate, will be allowed only if the contractor maintains separate accounts for such costs and will be in addition to the common evaluation amounts.

(End of Provision)