

<b>SOLICITATION, OFFER AND AWARD</b>				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE 1 OF 141 PAGES			
2. CONTRACT NO.		3. SOLICITATION NO. W900KK22R0003		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 29 Nov 2021		6. REQUISITION/PURCHASE NO. 0011658364-0001			
7. ISSUED BY ARMY CONTRACTING COMMAND - ORLANDO ATTN: CHARLIE DIVISION 12211 SCIENCE DRIVE ORLANDO FL 32826-3224  CODE W900KK  TEL: FAX:				8. ADDRESS OFFER TO (If other than Item 7)  <b>See Item 7</b>  CODE  TEL: FAX:							
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
<b>SOLICITATION</b>											
9. Sealed offers in original and <u>1</u> 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 <u>12:00 PM</u> local time <u>22 Feb 2022</u> (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 LAURA L. PARSONS		B. TELEPHONE (Include area code) (NO COLLECT CALLS) (407) 384-3867				C. E-MAIL ADDRESS laura.l.parsons.civ@mail.mil			
<b>11. TABLE OF CONTENTS</b>											
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION		PAGE(S)		
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<b>OFFER (Must be fully completed by offeror)</b>											
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)											
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)					
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>				17. SIGNATURE		18. OFFER DATE			
<b>AWARD (To be completed by Government)</b>											
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
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)					
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY		CODE			
26. NAME OF CONTRACTING OFFICER (Type or print)  TEL: EMAIL:						27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE			

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

EXECUTIVE SUMMARY FOR FSTSS

The United States Army Program Executive Office for Simulation, Training and Instrumentation (PEO STRI) has conducted market research regarding the Flight School Training Support Services (FSTSS) requirements, which will consist of contractor-provided training simulation services for high fidelity Utility Helicopter (UH)-72A, UH-60L, UH-60M, Cargo Helicopter (CH)-47F, Attack Helicopter (AH)-64E Instrument and Operational Flight Training systems (OFTs). An additional suite of medium fidelity Reconfigurable Collective Training Devices (RCTDs) with UH-60M, CH-47F and AH-64D/E capabilities will support the United States Army Aviation Center of Excellence (USAACE) Professional Military Education (PME) courses. FSTSS will also include a training support/management oversight capability. All of the flight simulators will be owned, operated and maintained by the Contractor. The number, type, functionality, fidelity and availability of the flight simulators is based on student through-put, training schedules, and individual/crew and collective training Program of Instruction (POI) requirements prescribed by USAACE.

The FSTSS contract must be ready for training (RFT) no later than 1 APR 2023, with the exception of the AH-64E Individual/Crew training requirements. The Government recognizes that there are current, available solutions that provide capabilities for all PWS requirements except for the AH-64E. The Government also recognizes that Offerors may propose developmental efforts to satisfy the AH-64E requirements, which may not be RFT by 1 April 2023. Therefore, the Government will evaluate each Offeror's proposal based on the cost, schedule, and performance aspects of their proposed AH-64E solution.

Services must be provided within a 10-mile radius of Ft. Rucker, AL, to minimize interruptions to daily training schedules; and must be available Monday-Friday 0600-2359 daily; including an ability to support training surge requirements of 10 percent - with provisions to support weekend (Saturday/Sunday) services availability for 20 weekends per contract year. Based on extensive market research, the U.S. Government's determination is the anticipated FSTSS contract shall be competed under Full and Open Competition.

All comments and questions shall be submitted via email using the Solicitation Question/Comment Form, Attachment J11. Comments and questions shall ONLY be provided to Contract Specialist Laura Parsons at [laura.l.parsons.civ@mail.mil](mailto:laura.l.parsons.civ@mail.mil) and [laura.l.parsons.civ@army.mil](mailto:laura.l.parsons.civ@army.mil), Contract Specialist Keith Adams at [keith.l.adams3.civ@mail.mil](mailto:keith.l.adams3.civ@mail.mil) and [keith.l.adams3.civ@army.mil](mailto:keith.l.adams3.civ@army.mil), AND to Contracting Officer Marvin Hagan at [marvin.j.hagan.civ@mail.mil](mailto:marvin.j.hagan.civ@mail.mil) and [marvin.j.hagan.civ@army.mil](mailto:marvin.j.hagan.civ@army.mil), **no later than by 4:00 pm Eastern Standard Time, on 10 JAN 2022** with the full solicitation number, W900KK-22-R-0003, within the subject line. Comments and questions submitted prior to this time will be accepted and are highly encouraged. Questions and Comments via phone will NOT be accepted.

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A.1. This Executive Summary is provided as an administrative convenience and is not intended to alter the terms and conditions of this solicitation in any way. Any inconsistencies between the Executive Summary and other provisions of the solicitation shall be resolved in favor of the solicitation.

**A.1.1. This solicitation will result in a Firm Fixed Price (FFP) Requirements contract. The Ordering Period of the contract is from 1 April 2023 to 31 March 2035, unless awarded earlier in which the Ordering Period will be adjusted accordingly, for a maximum 12-year duration. Task Orders (TOs) will be issued on an annual basis, with one year Periods of Performance (POPs) and will include the base contract priced CLINs for that performance year.**

A.1.2. It is anticipated that the Base Contract and Task Order 0001 will be awarded concurrently. Task Order 0001 will include the base contract priced CLINs for that performance year and will not be evaluated separately. Offerors SHALL propose in accordance with the CLIN structure. Additional Task Orders may be issued during the contract ordering period with periods of performance to be determined at the Task Order level.

A.1.3. Ft. Rucker Facilities Specifications and Air Traffic Control (ATC) POI will require a completed/signed Distribution Agreement (DA) (Attachment J10a) and Security Vetting Form (Attachment J10b) before these documents can be provided. In the DA, fill out all blank fields from “Requesting Organization Name” down to the “Signature”. Page 2 of the DA is for Government use only. Ensure all pages of the DA are read before signing.

**Email the signed DA and Security Vetting Form to [michael.a.kilcrease4.civ@mail.mil](mailto:michael.a.kilcrease4.civ@mail.mil), [michael.a.kilcrease4.civ@army.mil](mailto:michael.a.kilcrease4.civ@army.mil), [laura.l.parsons.civ@mail.mil](mailto:laura.l.parsons.civ@mail.mil) and [laura.l.parsons.civ@army.mil](mailto:laura.l.parsons.civ@army.mil).** The Ft. Rucker Facilities Specifications and ATC POI will be emailed to the specified Point of Contact’s email once the required documents are vetted with Security and approved.

\*\*\* END OF NARRATIVE \*\*\*

## A.2. SOLICITATION CLOSING

In accordance with submission instructions outlined in Section L.2, Proposal Submission Requirements, proposals for Solicitation W900KK-22-R-0003 shall be received by the designated Government official **no later than the date and time specified in Block 9 of the SF 33.**

\*\*\* END OF NARRATIVE \*\*\*

## Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001	CONTRACTED MISSION TIME - Lot I FFP The Contractor shall provide all materials, equipment and services to meet FSTSS Contracted Mission Time (CMT) at Fort Rucker, AL. PWS Reference: 2.1.2  FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002	Simulator Training Support Packages - FFP Lot I PWS Reference: 3.10.1.1 FOB: Destination	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003	Constructive Battlemaster Gaming Support FFP Lot I PWS Reference: 3.10.2 FOB: Destination	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0004	Additional Training Availability Outside of CMT - Lot I FFP The Contractor shall provide all materials, equipment and services necessary to provide additional hours of training availability over and above CLIN 0001 at Fort Rucker, AL, per Section B.2. PWS Reference: 2.1.2 FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0005	CDRL Data - Lot I FFP Not Separately Priced (NSP) Data in accordance with Section J, Exhibit A. PWS Reference: 7 FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	1	Job		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0006	Quarterly Program Review - Lot I FFP PWS Reference: 2.4.2 FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	4	Each		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0007	Service Contract Reporting - Lot I FFP PWS Reference: 2.4.3 Offeror may propose a price or include as Not Separately Priced. FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	1	Job		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0008	Concurrency Upgrades - Lot I FFP PWS Reference: 3.12 FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	Administrative Matching CLIN - Lot I FFP This CLIN is for administrative purposes. FOB: Destination	12	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0099	Phase-In FFP PWS Reference: 3.3 FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069		Months		

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ESTIMATED  
NET AMT



ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0101 OPTION	CONTRACTED MISSION TIME - Lot II FFP The Contractor shall provide all materials, equipment and services to meet FSTSS Contracted Mission Time (CMT) at Fort Rucker, AL. PWS Reference: 2.1.2 FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0102 OPTION	Simulator Training Support Packages FFP Lot II PWS Reference: 3.10.1.1 FOB: Destination	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0103 OPTION	Constructive Battlemaster Gaming Support FFP Lot II PWS Reference: 3.10.2 FOB: Destination	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0104 OPTION	Additional Training Availability Outside of CMT - Lot II FFP The Contractor shall provide all materials, equipment and services necessary to provide additional hours of training availability over and above CLIN 0101 at Fort Rucker, AL, per Section B.2. PWS Reference: 2.1.2 FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0105 OPTION	CDRL Data - Lot II FFP NSP Data in accordance with Section J, Exhibit A. PWS Reference: 7 FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	1	Job		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0106 OPTION	Quarterly Program Review - Lot II FFP PWS Reference: 2.4.2  FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	4	Each		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0107 OPTION	Service Contract Reporting - Lot II FFP PWS Reference: 2.4.3 Offeror may propose a price or include as Not Separately Priced. FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	1	Job		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0108 OPTION	Concurrency Upgrades - Lot II FFP PWS Reference: 3.12 FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0109		12	Months		
OPTION	Administrative Matching CLIN - Lot II FFP This CLIN is for administrative purposes. FOB: Destination				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0201		12	Months		
OPTION	CONTRACTED MISSION TIME - Lot III FFP The Contractor shall provide all materials, equipment and services to meet FSTSS Contracted Mission Time (CMT) at Fort Rucker, AL. PWS Reference: 2.1.2  FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069				

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0202 OPTION	Simulator Training Support Packages FFP Lot III PWS Reference: 3.10.1.1 FOB: Destination	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0203 OPTION	Constructive Battlemaster Gaming Support FFP Lot III PWS Reference: 3.10.2 FOB: Destination	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0204 OPTION	Additional Training Availability Outside of CMT - Lot III FFP The Contractor shall provide all materials, equipment and services necessary to provide additional hours of training availability over and above CLIN 0201 at Fort Rucker, AL, per Section B.2. PWS Reference: 2.1.2 FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0205 OPTION	CDRL Data - Lot III FFP NSP Data in accordance with Section J, Exhibit A. PWS Reference: 7 FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	1	Job		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0206 OPTION	Quarterly Program Review - Lot III FFP PWS Reference: 2.4.2 FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	4	Each		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0207 OPTION	Service Contract Reporting - Lot III FFP PWS Reference: 2.4.3 Offeror may propose a price or include as Not Separately Priced. FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	1	Job		

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ESTIMATED  
NET AMT



ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0208 OPTION	Concurrency Upgrades - Lot III FFP PWS Reference: 3.12 FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0209 OPTION	Administrative Matching CLIN - Lot III FFP This CLIN is for administrative purposes. FOB: Destination	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0301 OPTION	CONTRACTED MISSION TIME - Lot IV FFP The Contractor shall provide all materials, equipment and services to meet FSTSS Contracted Mission Time (CMT) at Fort Rucker, AL. PWS Reference: 2.1.2 FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0302 OPTION	Simulator Training Support Packages FFP Lot IV PWS Reference: 3.10.1.1 FOB: Destination	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0303 OPTION	Constructive Battlemaster Gaming Support FFP Lot IV PWS Reference: 3.10.2 FOB: Destination	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0304 OPTION	Additional Training Availability Outside of CMT - Lot IV FFP The Contractor shall provide all materials, equipment and services necessary to provide additional hours of training availability over and above CLIN 0301 at Fort Rucker, AL, per Section B.2. PWS Reference: 2.1.2 FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0305 OPTION	CDRL Data - Lot IV FFP NSP Data in accordance with Section J, Exhibit A. PWS Reference: 7 FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	1	Job		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0306 OPTION	Quarterly Program Review - Lot IV FFP PWS Reference: 2.4.2 FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	4	Each		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0307 OPTION	Service Contract Reporting - Lot IV FFP PWS Reference: 2.4.3 Offeror may propose a price or include as Not Separately Priced. FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	1	Job		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0308 OPTION	Concurrency Upgrades - Lot IV FFP PWS Reference: 3.12 FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0309		12	Months		
OPTION	Administrative Matching CLIN - Lot IV FFP This CLIN is for administrative purposes. FOB: Destination				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0401		12	Months		
OPTION	CONTRACTED MISSION TIME - Lot V FFP The Contractor shall provide all materials, equipment and services to meet FSTSS Contracted Mission Time (CMT) at Fort Rucker, AL. PWS Reference: 2.1.2 FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069				

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0402 OPTION	Simulator Training Support Packages FFP Lot V PWS Reference: 3.10.1.1 FOB: Destination	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0403 OPTION	Constructive Battlemaster Gaming Support FFP Lot V PWS Reference: 3.10.2 FOB: Destination	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0404 OPTION	Additional Training Availability Outside of CMT - Lot V FFP The Contractor shall provide all materials, equipment and services necessary to provide additional hours of training availability over and above CLIN 0401 at Fort Rucker, AL, per Section B.2. PWS Reference: 2.1.2  FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0405 OPTION	CDRL Data - Lot V FFP NSP Data in accordance with Section J, Exhibit A. PWS Reference: 7 FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	12	Months		

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ESTIMATED  
NET AMT



ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0406 OPTION	Quarterly Program Review - Lot V FFP PWS Reference: 2.4.2 FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	4	Each		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0407 OPTION	Service Contract Reporting - Lot V FFP PWS Reference: 2.4.3 Offeror may propose a price or include as Not Separately Priced. FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	1	Job		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0408 OPTION	Concurrency Upgrades - Lot V FFP PWS Reference: 3.12 FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0409 OPTION	Administrative Matching CLIN - Lot V FFP This CLIN is for administrative purposes. FOB: Destination	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0501 OPTION	CONTRACTED MISSION TIME - Lot VI FFP The Contractor shall provide all materials, equipment and services to meet FSTSS Contracted Mission Time (CMT) at Fort Rucker, AL. PWS Reference: 2.1.2 FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0502 OPTION	Simulator Training Support Packages FFP Lot VI PWS Reference: 3.10.1.1 FOB: Destination	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0503 OPTION	Constructive Battlemaster Gaming Support FFP Lot VI PWS Reference: 3.10.2 FOB: Destination	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0504 OPTION	Additional Training Availability Outside of CMT - Lot VI FFP The Contractor shall provide all materials, equipment and services necessary to provide additional hours of training availability over and above CLIN 0501 at Fort Rucker, AL, per Section B.2. PWS Reference: 2.1.2  FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0505 OPTION	CDRL Data - Lot VI FFP NSP Data in accordance with Section J, Exhibit A. PWS Reference: 7 FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	1	Job		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0506 OPTION	Quarterly Program Review - Lot VI FFP PWS Reference: 2.4.2 FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	4	Each		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0507 OPTION	Service Contract Reporting - Lot VI FFP PWS Reference: 2.4.3 Offeror may propose a price or include as Not Separately Priced. FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	1	Job		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0508 OPTION	Concurrency Upgrades - Lot VI FFP PWS Reference: 3.12 FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0509 OPTION	Administrative Matching CLIN - Lot VI FFP This CLIN is for administrative purposes. FOB: Destination	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0601 OPTION	CONTRACTED MISSION TIME - Lot VII FFP The Contractor shall provide all materials, equipment and services to meet FSTSS Contracted Mission Time (CMT) at Fort Rucker, AL. PWS Reference: 2.1.2 FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0602 OPTION	Simulator Training Support Packages FFP Lot VII PWS Reference: 3.10.1.1 FOB: Destination	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0603 OPTION	Constructive Battlemaster Gaming Support FFP Lot VII PWS Reference: 3.10.2 FOB: Destination	12	Months		

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ESTIMATED  
NET AMT



ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0604 OPTION	Additional Training Availability Outside of CMT - Lot VII FFP The Contractor shall provide all materials, equipment and services necessary to provide additional hours of training availability over and above CLIN 0601 at Fort Rucker, AL, per Section B.2. PWS Reference: 2.1.2 FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0605 OPTION	CDRL Data - Lot VII FFP NSP Data in accordance with Section J, Exhibit A. PWS Reference: 7 FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	1	Job		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0606 OPTION	Quarterly Program Review - Lot VII FFP PWS Reference: 2.4.2 FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	4	Each		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0607 OPTION	Service Contract Reporting - Lot VII FFP PWS Reference: 2.4.3 Offeror may propose a price or include as Not Separately Priced. FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	1	Job		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0608 OPTION	Concurrency Upgrades - Lot VII FFP PWS Reference: 3.12 FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0609 OPTION	Administrative Matching CLIN - Lot VII FFP This CLIN is for administrative purposes. FOB: Destination	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0701 OPTION	CONTRACTED MISSION TIME - Lot VIII FFP The Contractor shall provide all materials, equipment and services to meet FSTSS Contracted Mission Time (CMT) at Fort Rucker, AL. PWS Reference: 2.1.2 FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0702 OPTION	Simulator Training Support Packages FFP Lot VIII PWS Reference: 3.10.1.1 FOB: Destination	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0703 OPTION	Constructive Battlemaster Gaming Support FFP Lot VIII PWS Reference: 3.10.2 FOB: Destination	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0704 OPTION	Additional Training Availability Outside of CMT - Lot VIII FFP The Contractor shall provide all materials, equipment and services necessary to provide additional hours of training availability over and above CLIN 0701 at Fort Rucker, AL, per Section B.2. PWS Reference: 2.1.2 FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0705 OPTION	CDRL Data - Lot VIII FFP NSP Data in accordance with Section J, Exhibit A. PWS Reference: 7 FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	1	Job		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0706 OPTION	Quarterly Program Review - Lot VIII FFP PWS Reference: 2.4.2 FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	4	Each		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0707 OPTION	Service Contract Reporting - Lot VIII FFP PWS Reference: 2.4.3 Offeror may propose a price or include as Not Separately Priced. FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	1	Job		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0708 OPTION	Concurrency Upgrades - Lot VIII FFP PWS Reference: 3.12 FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0709 OPTION	Administrative Matching CLIN - Lot VIII FFP This CLIN is for administrative purposes. FOB: Destination	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0801 OPTION	CONTRACTED MISSION TIME - Lot IX FFP The Contractor shall provide all materials, equipment and services to meet FSTSS Contracted Mission Time (CMT) at Fort Rucker, AL. PWS Reference: 2.1.2 FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	12	Months		

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ESTIMATED  
NET AMT



ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0802 OPTION	Simulator Training Support Packages FFP Lot IX PWS Reference: 3.10.1.1 FOB: Destination	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0803 OPTION	Constructive Battlemaster Gaming Support FFP Lot IX PWS Reference: 3.10.2 FOB: Destination	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0804 OPTION	Additional Training Availability Outside of CMT - Lot IX FFP The Contractor shall provide all materials, equipment and services necessary to provide additional hours of training availability over and above CLIN 0801 at Fort Rucker, AL per Section B.2. PWS Reference: 2.1.2  FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0805 OPTION	CDRL Data - Lot IX FFP NSP Data in accordance with Section J, Exhibit A. PWS Reference: 7 FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	1	Job		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0806 OPTION	Quarterly Program Review - Lot IX FFP PWS Reference: 2.4.2 FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	4	Each		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0807 OPTION	Service Contract Reporting - Lot IX FFP PWS Reference: 2.4.3 Offeror may propose a price or include as Not Separately Priced. FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	1	Job		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0808 OPTION	Concurrency Upgrades - Lot IX FFP PWS Reference: 3.12 FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0809 OPTION	Administrative Matching CLIN - Lot IX FFP This CLIN is for administrative purposes. FOB: Destination	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0901 OPTION	CONTRACTED MISSION TIME - Lot X FFP The Contractor shall provide all materials, equipment and services to meet FSTSS Contracted Mission Time (CMT) at Fort Rucker, AL. PWS Reference: 2.1.2 FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0902 OPTION	Simulator Training Support Packages FFP Lot X PWS Reference: 3.10.1.1 FOB: Destination	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0903 OPTION	Constructive Battlemaster Gaming Support FFP Lot X PWS Reference: 3.10.2 FOB: Destination	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0904 OPTION	Additional Training Availability Outside of CMT - Lot X FFP The Contractor shall provide all materials, equipment and services necessary to provide additional hours of training availability over and above CLIN 0901 at Fort Rucker, AL, per Section B.2. PWS Reference: 2.1.2  FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0905 OPTION	CDRL Data - Lot X FFP NSP Data in accordance with Section J, Exhibit A. PWS Reference: 7 FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	1	Job		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0906 OPTION	Quarterly Program Review - Lot X FFP PWS Reference: 2.4.2 FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	4	Each		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0907 OPTION	Service Contract Reporting - Lot X FFP PWS Reference: 2.4.3 Offeror may propose a price or include as Not Separately Priced. FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	1	Job		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0908 OPTION	Concurrency Upgrades - Lot X FFP PWS Reference: 3.12 FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	12	Months		

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ESTIMATED  
NET AMT



ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0909 OPTION	Administrative Matching CLIN - Lot X FFP This CLIN is for administrative purposes. FOB: Destination	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001 OPTION	CONTRACTED MISSION TIME - Lot XI FFP The Contractor shall provide all materials, equipment and services to meet FSTSS Contracted Mission Time (CMT) at Fort Rucker, AL. PWS Reference: 2.1.2 FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1002 OPTION	Simulator Training Support Packages FFP Lot XI PWS Reference: 3.10.1.1 FOB: Destination	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1003 OPTION	Constructive Battlemaster Gaming Support FFP Lot XI PWS Reference: 3.10.2 FOB: Destination	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1004 OPTION	Additional Training Availability Outside of CMT - Lot XI FFP The Contractor shall provide all materials, equipment and services necessary to provide additional hours of training availability over and above CLIN 1001 at Fort Rucker, AL, per Section B.2. PWS Reference: 2.1.2  FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1005 OPTION	CDRL Data - Lot XI FFP NSP Data in accordance with Section J, Exhibit A. PWS Reference: 7 FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	1	Job		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1006 OPTION	Quarterly Program Review - Lot XI FFP PWS Reference: 2.4.2 FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	4	Each		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1007 OPTION	Service Contract Reporting - Lot XI FFP PWS Reference: 2.4.3 Offeror may propose a price or include as Not Separately Priced. FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	1	Job		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1008 OPTION	Concurrency Upgrades - Lot XI FFP PWS Reference: 3.12 FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1009 OPTION	Administrative Matching CLIN - Lot XI FFP This CLIN is for administrative purposes. FOB: Destination	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1101 OPTION	CONTRACTED MISSION TIME - Lot XII FFP The Contractor shall provide all materials, equipment and services to meet FSTSS Contracted Mission Time (CMT) at Fort Rucker, AL. PWS Reference: 2.1.2 FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1102 OPTION	Simulator Training Support Packages FFP Lot XII PWS Reference: 3.10.1.1 FOB: Destination	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1103 OPTION	Constructive Battlemaster Gaming Support FFP Lot XII PWS Reference: 3.10.2 FOB: Destination	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1104 OPTION	Additional Training Availability Outside of CMT - Lot XII FFP The Contractor shall provide all materials, equipment and services necessary to provide additional hours of training availability over and above CLIN 1101 at Fort Rucker, AL, per Section B.2. PWS Reference: 2.1.2  FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1105 OPTION	CDRL Data - Lot XII FFP NSP Data in accordance with Section J, Exhibit A. PWS Reference: 7 FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	1	Job		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1106 OPTION	Quarterly Program Review - Lot XII FFP PWS Reference: 2.4.2 FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	4	Each		

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ESTIMATED  
NET AMT



ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1107 OPTION	Service Contract Reporting - Lot XII FFP PWS Reference: 2.4.3 Offeror may propose a price or include as Not Separately Priced. FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	1	Job		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1108 OPTION	Concurrency Upgrades - Lot XII FFP PWS Reference: 3.12 FOB: Destination PURCHASE REQUEST NUMBER: 0011658364-0001 PSC CD: J069	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1109 OPTION	Administrative Matching CLIN - Lot XII FFP This CLIN is for administrative purposes. FOB: Destination	12	Months		

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ESTIMATED  
NET AMT

#### B.1. SUPPLIES OR SERVICES AND COST/PRICE

B.1.1. The Government is soliciting a Requirements contract in accordance with (IAW) FAR Clause 52.216-21, "Requirements". Except as the contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule. These Institutional Aviation Simulation Training Services will continue to be performed by the awardee for the contract period of performance even if there should be a change in the physical location of the USAACE. Further, the awardee will continue to perform Institutional Aviation Simulation Training Services should the Army elect to adopt an alternative Aviation Simulation Training Services strategy, unless the change in strategy is due to the fault or negligence of the awardee.

The total ordering period of the base contract is 12 years from the date of contract award. This contract will contain an initial 5-year ordering period (1-year base and 4, 1-year options) with 7 award ordering periods of 1 year each, for a total of a 12-year ordering period. The PoP for each Task Order (TO) will be determined at the TO level. Available funds will be obligated upon the issuance of each TO.

B.1.2. As a result of this RFP, the Government intends to simultaneously award the base contract and TO 0001. TO 0001 will contain the 0001-0099 series priced CLINs from the base contract, with a one year POP, and will be funded with the current fiscal year OMA funding. Offerors shall propose all lot year CLINs in the base contract for the entire 12-year ordering period. The projected award date for the base contract and TO 0001 is second quarter of fiscal year 2023.

B.1.3 The Offerors shall complete "Section B – Supplies or Services and Prices" above with complete pricing amounts, in the Attachment J13 Price Workbook, under the applicable TAB.

B.1.4. There is no minimum or maximum established for this Requirements contract. The Government is soliciting a Requirements contract IAW FAR Clause 52.216-21, "Requirements". Except as the contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

\*\*\* END OF NARRATIVE \*\*\*

## B.2 ADDITIONAL TRAINING AVAILABILITY OUTSIDE OF CMT

B.2.1. The following Firm-Fixed Price (FFP) hourly rates shall be used for pricing all additional hours of training availability in excess of the Contracted Mission Time (CMT) described in the Performance Work Statement. The contractor shall determine the proper labor mix required to support this additional training availability and shall propose all additional training availability rates as fully burdened, composite rates which include wages, overhead, G&A and profit. Because these training availability rates do not reflect the rate of any one labor category, they are not subject to Service Contract Act adjustment. The specific number of training availability rates proposed is discretionary to the Offeror. All additional training hours outside of CMT will be authorized by the Government. Compensation for same day extensions of CMT will be in one-hour increments. Compensation for CMT extension that is not immediately prior to or after the CMT will be for a minimum of four hours. Extended CMT in excess of four hours for the same training period will be on an hourly basis. For example: (1) if CMT is 0800-1600 and CMT extension is required between 1600-1800 --- payment will be for two hours; (2) if CMT is Monday – Friday and CMT extension is required between 0800-1100 on Saturday --- payment will be for four hours; (3) if CMT is Monday – Friday and CMT extension is required between 0800 – 1400 on Saturday --- payment will be for six hours.

Year I	Year II	Year III	Year IV	Year V	Year VI	Year VII	Year VIII	Year IX	Year X	Year XI	Year XII

### Notes:

The hourly rates above are applicable to all types of simulators.

The hourly rate is applied per hour per simulator.

B.2.2. Offerors shall include the rates for Additional Training Availability Outside of CMT in the Attachment J13 Price Workbook, under the applicable TAB.

## Section C - Descriptions and Specifications

### C.1 PERFORMANCE WORK STATEMENT PWS

Performance Work Statement (PWS) for FSTSS Contract – Section J, Attachment J1

\*\*\* END OF NARRATIVE \*\*\*

### C.2 QASP

Quality Assurance Surveillance Plan (QASP) for FSTSS Contract - Section J, Attachment J2

\*\*\* END OF NARRATIVE \*\*\*

### C.3. ORGANIZATIONAL AND CONSULTANT CONFLICTS OF INTEREST (SERVICES)

Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational and Consultant Conflicts of Interest (OCI) as defined in FAR Subpart 9.5 and DFARS 209.5. The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may affect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI. Please be advised that the Government may not make an award that would result in a prohibited OCI.

\*\*\* END OF NARRATIVE \*\*\*

### C.4. ORDERING PROCEDURES

C.4.1. The Contracting Officer may initiate a Task Order by written notice to the contractor at any time from contract award through end of ordering period. The Government may increase the services called for herein by issuing bilateral modifications at the rates for Additional Training Availability Outside of CMT, established in Section B, or through negotiations for new, in-scope efforts.

C.4.2. Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. Except as the contract otherwise provides, the Government shall order from the Contractor all the services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule. If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required services from another source.

\*\*\* END OF NARRATIVE \*\*\*

#### C.5. CONTRACTOR ACCESS TO GOVERNMENT FACILITIES

C.5.1. Contractor personnel will not be allowed access into Government facilities during Federal Government Holidays, weekends, non-duty hours or other times when Government employees are not in attendance (e.g. inclement weather resulting in the closing of the Government facilities and other emergencies) unless such access is directed or approved by the Contracting Officer or a duly appointed Contracting Officer's Representative.

C.5.2. In the event that the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination which applies to the using activity, such time may be charged to the contract as a direct cost provided such charges are consistent with the Contractor's accounting practices. In the event that any Federal Holiday occurs on a Saturday or a Sunday, that holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

\*\*\* END OF NARRATIVE \*\*\*

#### C.6. IMPORTANT NOTICE - INSTRUCTIONS BY CONTRACTING OFFICER

C.6.1. The Contractor shall only accept any instructions issued by the Contracting Officer or the Contracting Officer's Representative (COR) if one is appointed. The COR's authority is limited to what is set forth in the appointment letter. If a COR is appointed, the appointment will be done by letter to the COR with the scope of the COR's authority set forth in the appointment letter. A copy of the appointment letter will be furnished to the Contractor. Such instructions will be contained in a Contracting Officer authorized and issued modification to the Contract or Delivery Order.

C.6.2. No information received from any other person employed by the U.S. Government or otherwise will be considered as grounds for deviation from any stipulation of this purchase instrument, reference drawings, or specifications, unless such information is contained in a Contracting Officer authorized and issued modification to the purchase instrument in accordance with FAR Clause 52.243-1.

\*\*\* END OF NARRATIVE \*\*\*

#### C.7 INSPECTION AND ACCEPTANCE OF TECHNICAL DATA AND INFORMATION

Inspection and acceptance of technical data and information will be performed by an authorized requiring activity representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be performed by the requiring activity representative and evidenced via execution of an electronic Receiving Report submitted by the contractor in the Wide Area Work Flow (WAWF) application within the Procurement Integrated Enterprise Environment (PIEE) e-Business suite.

\*\*\* END OF NARRATIVE \*\*\*

## C.8 TECHNICAL DATA AND INFORMATION

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Exhibit A, attached hereto in Section J.

\*\*\* END OF NARRATIVE \*\*\*

## C.9 AVAILABILITY OF DATA ITEM DESCRIPTIONS (DIDs)

All Data Item Descriptions (DIDs) are available online via the Acquisition Streamlining and Standardization Information System located at <http://quicksearch.dla.mil>.

\*\*\* END OF NARRATIVE \*\*\*

## C.10 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER

(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 Contracting Officer is:

Marvin J. Hagan  
Branch Chief/Contracting Officer - CCOR-CDD-C  
U.S. Army Contracting Command - Orlando  
12211 Science Dr.  
Orlando, FL 32826-3224  
Ofc: 407-208-3349  
Fax: 407-208-3410  
Email: [marvin.j.hagan.civ@mail.mil](mailto:marvin.j.hagan.civ@mail.mil) and [marvin.j.hagan.civ@army.mil](mailto:marvin.j.hagan.civ@army.mil)

\*\*\* END OF NARRATIVE \*\*\*

## 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	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government
0007	N/A	N/A	N/A	Government
0008	N/A	N/A	N/A	Government
0009	N/A	N/A	N/A	Government
0099	N/A	N/A	N/A	Government
0101	N/A	N/A	N/A	Government
0102	N/A	N/A	N/A	Government
0103	N/A	N/A	N/A	Government
0104	N/A	N/A	N/A	Government
0105	N/A	N/A	N/A	Government
0106	N/A	N/A	N/A	Government
0107	N/A	N/A	N/A	Government
0108	N/A	N/A	N/A	Government
0109	N/A	N/A	N/A	Government
0201	N/A	N/A	N/A	Government
0202	N/A	N/A	N/A	Government
0203	N/A	N/A	N/A	Government
0204	N/A	N/A	N/A	Government
0205	N/A	N/A	N/A	Government
0206	N/A	N/A	N/A	Government
0207	N/A	N/A	N/A	Government
0208	N/A	N/A	N/A	Government
0209	N/A	N/A	N/A	Government
0301	N/A	N/A	N/A	Government
0302	N/A	N/A	N/A	Government
0303	N/A	N/A	N/A	Government
0304	N/A	N/A	N/A	Government
0305	N/A	N/A	N/A	Government
0306	N/A	N/A	N/A	Government
0307	N/A	N/A	N/A	Government
0308	N/A	N/A	N/A	Government
0309	N/A	N/A	N/A	Government
0401	N/A	N/A	N/A	Government
0402	N/A	N/A	N/A	Government
0403	N/A	N/A	N/A	Government
0404	N/A	N/A	N/A	Government
0405	N/A	N/A	N/A	Government
0406	N/A	N/A	N/A	Government
0407	N/A	N/A	N/A	Government

0408	N/A	N/A	N/A	Government
0409	N/A	N/A	N/A	Government
0501	N/A	N/A	N/A	Government
0502	N/A	N/A	N/A	Government
0503	N/A	N/A	N/A	Government
0504	N/A	N/A	N/A	Government
0505	N/A	N/A	N/A	Government
0506	N/A	N/A	N/A	Government
0507	N/A	N/A	N/A	Government
0508	N/A	N/A	N/A	Government
0509	N/A	N/A	N/A	Government
0601	N/A	N/A	N/A	Government
0602	N/A	N/A	N/A	Government
0603	N/A	N/A	N/A	Government
0604	N/A	N/A	N/A	Government
0605	N/A	N/A	N/A	Government
0606	N/A	N/A	N/A	Government
0607	N/A	N/A	N/A	Government
0608	N/A	N/A	N/A	Government
0609	N/A	N/A	N/A	Government
0701	N/A	N/A	N/A	Government
0702	N/A	N/A	N/A	Government
0703	N/A	N/A	N/A	Government
0704	N/A	N/A	N/A	Government
0705	N/A	N/A	N/A	Government
0706	N/A	N/A	N/A	Government
0707	N/A	N/A	N/A	Government
0708	N/A	N/A	N/A	Government
0709	N/A	N/A	N/A	Government
0801	N/A	N/A	N/A	Government
0802	N/A	N/A	N/A	Government
0803	N/A	N/A	N/A	Government
0804	N/A	N/A	N/A	Government
0805	N/A	N/A	N/A	Government
0806	N/A	N/A	N/A	Government
0807	N/A	N/A	N/A	Government
0808	N/A	N/A	N/A	Government
0809	N/A	N/A	N/A	Government
0901	N/A	N/A	N/A	Government
0902	N/A	N/A	N/A	Government
0903	N/A	N/A	N/A	Government
0904	N/A	N/A	N/A	Government
0905	N/A	N/A	N/A	Government
0906	N/A	N/A	N/A	Government
0907	N/A	N/A	N/A	Government
0908	N/A	N/A	N/A	Government
0909	N/A	N/A	N/A	Government
1001	N/A	N/A	N/A	Government
1002	N/A	N/A	N/A	Government
1003	N/A	N/A	N/A	Government
1004	N/A	N/A	N/A	Government
1005	N/A	N/A	N/A	Government
1006	N/A	N/A	N/A	Government
1007	N/A	N/A	N/A	Government
1008	N/A	N/A	N/A	Government



1009	N/A	N/A	N/A	Government
1101	N/A	N/A	N/A	Government
1102	N/A	N/A	N/A	Government
1103	N/A	N/A	N/A	Government
1104	N/A	N/A	N/A	Government
1105	N/A	N/A	N/A	Government
1106	N/A	N/A	N/A	Government
1107	N/A	N/A	N/A	Government
1108	N/A	N/A	N/A	Government
1109	N/A	N/A	N/A	Government

## CLAUSES INCORPORATED BY REFERENCE

52.246-4 Inspection Of Services--Fixed Price

AUG 1996

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 01-APR-2023 TO 31-MAR-2024	N/A	N/A FOB: Destination	
0002	POP 01-APR-2023 TO 31-MAR-2024	N/A	N/A FOB: Destination	
0003	POP 01-APR-2023 TO 31-MAR-2024	N/A	N/A FOB: Destination	
0004	POP 01-APR-2023 TO 31-MAR-2024	N/A	N/A FOB: Destination	
0005	POP 01-APR-2023 TO 31-MAR-2024	N/A	N/A FOB: Destination	
0006	POP 01-APR-2023 TO 31-MAR-2024	N/A	N/A FOB: Destination	
0007	POP 01-APR-2023 TO 31-MAR-2024	N/A	N/A FOB: Destination	
0008	POP 01-APR-2023 TO 31-MAR-2024	N/A	N/A FOB: Destination	
0009	POP 01-APR-2023 TO 31-MAR-2024	N/A	N/A FOB: Destination	
0099	POP 01-APR-2023 TO 01-OCT-2023	N/A	N/A FOB: Destination	
0101	POP 01-APR-2024 TO 31-MAR-2025	N/A	N/A FOB: Destination	
0102	POP 01-APR-2024 TO 31-MAR-2025	N/A	N/A FOB: Destination	
0103	POP 01-APR-2024 TO 31-MAR-2025	N/A	N/A FOB: Destination	
0104	POP 01-APR-2024 TO 31-MAR-2025	N/A	N/A FOB: Destination	
0105	POP 01-APR-2024 TO 31-MAR-2025	N/A	N/A FOB: Destination	

0106	POP 01-APR-2024 TO 31-MAR-2025	N/A	N/A FOB: Destination
0107	POP 01-APR-2024 TO 31-MAR-2025	N/A	N/A FOB: Destination
0108	POP 01-APR-2024 TO 31-MAR-2025	N/A	N/A FOB: Destination
0109	POP 01-APR-2024 TO 31-MAR-2025	N/A	N/A FOB: Destination
0201	POP 01-APR-2025 TO 31-MAR-2026	N/A	N/A FOB: Destination
0202	POP 01-APR-2025 TO 31-MAR-2026	N/A	N/A FOB: Destination
0203	POP 01-APR-2025 TO 31-MAR-2026	N/A	N/A FOB: Destination
0204	POP 01-APR-2025 TO 31-MAR-2026	N/A	N/A FOB: Destination
0205	POP 01-APR-2025 TO 31-MAR-2026	N/A	N/A FOB: Destination
0206	POP 01-APR-2025 TO 31-MAR-2026	N/A	N/A FOB: Destination
0207	POP 01-APR-2025 TO 31-MAR-2026	N/A	N/A FOB: Destination
0208	POP 01-APR-2025 TO 31-MAR-2026	N/A	N/A FOB: Destination
0209	POP 01-APR-2025 TO 31-MAR-2026	N/A	N/A FOB: Destination
0301	POP 01-APR-2026 TO 31-MAR-2027	N/A	N/A FOB: Destination
0302	POP 01-APR-2026 TO 31-MAR-2027	N/A	N/A FOB: Destination
0303	POP 01-APR-2026 TO 31-MAR-2027	N/A	N/A FOB: Destination
0304	POP 01-APR-2026 TO 31-MAR-2027	N/A	N/A FOB: Destination
0305	POP 01-APR-2026 TO 31-MAR-2027	N/A	N/A FOB: Destination

0306	POP 01-APR-2026 TO 31-MAR-2027	N/A	N/A FOB: Destination
0307	POP 01-APR-2026 TO 31-MAR-2027	N/A	N/A FOB: Destination
0308	POP 01-APR-2026 TO 31-MAR-2027	N/A	N/A FOB: Destination
0309	POP 01-APR-2026 TO 31-MAR-2027	N/A	N/A FOB: Destination
0401	POP 01-APR-2027 TO 31-MAR-2028	N/A	N/A FOB: Destination
0402	POP 01-APR-2027 TO 31-MAR-2028	N/A	N/A FOB: Destination
0403	POP 01-APR-2027 TO 31-MAR-2028	N/A	N/A FOB: Destination
0404	POP 01-APR-2027 TO 31-MAR-2028	N/A	N/A FOB: Destination
0405	POP 01-APR-2027 TO 31-MAR-2028	N/A	N/A FOB: Destination
0406	POP 01-APR-2027 TO 31-MAR-2028	N/A	N/A FOB: Destination
0407	POP 01-APR-2027 TO 31-MAR-2028	N/A	N/A FOB: Destination
0408	POP 01-APR-2027 TO 31-MAR-2028	N/A	N/A FOB: Destination
0409	POP 01-APR-2027 TO 31-MAR-2028	N/A	N/A FOB: Destination
0501	POP 01-APR-2028 TO 31-MAR-2029	N/A	N/A FOB: Destination
0502	POP 01-APR-2028 TO 31-MAR-2029	N/A	N/A FOB: Destination
0503	POP 01-APR-2028 TO 31-MAR-2029	N/A	N/A FOB: Destination
0504	POP 01-APR-2028 TO 31-MAR-2029	N/A	N/A FOB: Destination
0505	POP 01-APR-2028 TO 31-MAR-2029	N/A	N/A FOB: Destination

0506	POP 01-APR-2028 TO 31-MAR-2029	N/A	N/A FOB: Destination
0507	POP 01-APR-2028 TO 31-MAR-2029	N/A	N/A FOB: Destination
0508	POP 01-APR-2028 TO 31-MAR-2029	N/A	N/A FOB: Destination
0509	POP 01-APR-2028 TO 31-MAR-2029	N/A	N/A FOB: Destination
0601	POP 01-APR-2029 TO 31-MAR-2030	N/A	N/A FOB: Destination
0602	POP 01-APR-2029 TO 31-MAR-2030	N/A	N/A FOB: Destination
0603	POP 01-APR-2029 TO 31-MAR-2030	N/A	N/A FOB: Destination
0604	POP 01-APR-2029 TO 31-MAR-2030	N/A	N/A FOB: Destination
0605	POP 01-APR-2029 TO 31-MAR-2030	N/A	N/A FOB: Destination
0606	POP 01-APR-2029 TO 31-MAR-2030	N/A	N/A FOB: Destination
0607	POP 01-APR-2029 TO 31-MAR-2030	N/A	N/A FOB: Destination
0608	POP 01-APR-2029 TO 31-MAR-2030	N/A	N/A FOB: Destination
0609	POP 01-APR-2029 TO 31-MAR-2030	N/A	N/A FOB: Destination
0701	POP 01-APR-2030 TO 31-MAR-2031	N/A	N/A FOB: Destination
0702	POP 01-APR-2030 TO 31-MAR-2031	N/A	N/A FOB: Destination
0703	POP 01-APR-2030 TO 31-MAR-2031	N/A	N/A FOB: Destination
0704	POP 01-APR-2030 TO 31-MAR-2031	N/A	N/A FOB: Destination
0705	POP 01-APR-2030 TO 31-MAR-2031	N/A	N/A FOB: Destination

0706	POP 01-APR-2030 TO 31-MAR-2031	N/A	N/A FOB: Destination
0707	POP 01-APR-2030 TO 31-MAR-2031	N/A	N/A FOB: Destination
0708	POP 01-APR-2030 TO 31-MAR-2031	N/A	N/A FOB: Destination
0709	POP 01-APR-2030 TO 31-MAR-2031	N/A	N/A FOB: Destination
0801	POP 01-APR-2031 TO 31-MAR-2032	N/A	N/A FOB: Destination
0802	POP 01-APR-2031 TO 31-MAR-2032	N/A	N/A FOB: Destination
0803	POP 01-APR-2031 TO 31-MAR-2032	N/A	N/A FOB: Destination
0804	POP 01-APR-2031 TO 31-MAR-2032	N/A	N/A FOB: Destination
0805	POP 01-APR-2031 TO 31-MAR-2032	N/A	N/A FOB: Destination
0806	POP 01-APR-2031 TO 31-MAR-2032	N/A	N/A FOB: Destination
0807	POP 01-APR-2031 TO 31-MAR-2032	N/A	N/A FOB: Destination
0808	POP 01-APR-2031 TO 31-MAR-2032	N/A	N/A FOB: Destination
0809	POP 01-APR-2031 TO 31-MAR-2032	N/A	N/A FOB: Destination
0901	POP 01-APR-2032 TO 31-MAR-2033	N/A	N/A FOB: Destination
0902	POP 01-APR-2032 TO 31-MAR-2033	N/A	N/A FOB: Destination
0903	POP 01-APR-2032 TO 31-MAR-2033	N/A	N/A FOB: Destination
0904	POP 01-APR-2032 TO 31-MAR-2033	N/A	N/A FOB: Destination
0905	POP 01-APR-2032 TO 31-MAR-2033	N/A	N/A FOB: Destination

0906	POP 01-APR-2032 TO 31-MAR-2033	N/A	N/A FOB: Destination
0907	POP 01-APR-2032 TO 31-MAR-2033	N/A	N/A FOB: Destination
0908	POP 01-APR-2032 TO 31-MAR-2033	N/A	N/A FOB: Destination
0909	POP 01-APR-2032 TO 31-MAR-2033	N/A	N/A FOB: Destination
1001	POP 01-APR-2033 TO 31-MAR-2034	N/A	N/A FOB: Destination
1002	POP 01-APR-2033 TO 31-MAR-2034	N/A	N/A FOB: Destination
1003	POP 01-APR-2033 TO 31-MAR-2034	N/A	N/A FOB: Destination
1004	POP 01-APR-2033 TO 31-MAR-2034	N/A	N/A FOB: Destination
1005	POP 01-APR-2033 TO 31-MAR-2034	N/A	N/A FOB: Destination
1006	POP 01-APR-2033 TO 31-MAR-2034	N/A	N/A FOB: Destination
1007	POP 01-APR-2033 TO 31-MAR-2034	N/A	N/A FOB: Destination
1008	POP 01-APR-2033 TO 31-MAR-2034	N/A	N/A FOB: Destination
1009	POP 01-APR-2033 TO 31-MAR-2034	N/A	N/A FOB: Destination
1101	POP 01-APR-2034 TO 31-MAR-2035	N/A	N/A FOB: Destination
1102	POP 01-APR-2034 TO 31-MAR-2035	N/A	N/A FOB: Destination
1103	POP 01-APR-2034 TO 31-MAR-2035	N/A	N/A FOB: Destination
1104	POP 01-APR-2034 TO 31-MAR-2035	N/A	N/A FOB: Destination
1105	POP 01-APR-2034 TO 31-MAR-2035	N/A	N/A FOB: Destination

1106	POP 01-APR-2034 TO 31-MAR-2035	N/A	N/A FOB: Destination
1107	POP 01-APR-2034 TO 31-MAR-2035	N/A	N/A FOB: Destination
1108	POP 01-APR-2034 TO 31-MAR-2035	N/A	N/A FOB: Destination
1109	POP 01-APR-2034 TO 31-MAR-2035	N/A	N/A FOB: Destination

#### CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-30	F.O.B. Origin, Contractor's Facility	FEB 2006

#### F.1 Period of Performance

This Requirements contract contains an initial five-year ordering period (one-year base and four, one-year options) with seven award ordering periods of one year each, for a total of a 12-year ordering period. A Task Order will be issued annually, for a one-year period of performance and will include the base contract priced CLINs for that performance year. Additional Task Orders may be issued during the contract ordering period with periods of performance to be determined at the Task Order level.

The periods of performance for the priced performance years contained in Section B are as follows:

LOT YEAR I	1 APR 23 – 31 MAR 24
LOT YEAR II	1 APR 24 – 31 MAR 25
LOT YEAR III	1 APR 25 – 31 MAR 26
LOT YEAR IV	1 APR 26 – 31 MAR 27
LOT YEAR V	1 APR 27 – 31 MAR 28
LOT YEAR VI	1 APR 28 – 31 MAR 29
LOT YEAR VII	1 APR 29 – 31 MAR 30
LOT YEAR VIII	1 APR 30 – 31 MAR 31
LOT YEAR IX	1 APR 31 – 31 MAR 32
LOT YEAR X	1 APR 32 – 31 MAR 33
LOT YEAR XI	1 APR 33 – 31 MAR 34
LOT YEAR XII	1 APR 34 – 31 MAR 35

#### F.2 Award Term/Ordering Period

F.2.1 The award term provision provides a possible five-year ordering period (one-year base and four one-year options) and the remaining ordering periods six through 12 (award ordering periods) can be earned or lost in yearly increments, based on each year's cumulative performance evaluation score, starting in calendar year 2023. The maximum ordering period will be 12 years. The award term provides for the evaluation of performance, and together with Agency needs and availability of funding, serves as the basis for award term decisions that can either extend the contract ordering period in yearly increments through the award of available award ordering periods, or reduce the contract by reducing available award ordering periods. It is not, in any way, shape or form, a binding



contractual obligation requiring the Government to continue performance for said 12 year period or any portion thereof.

F.2.2 Award Term Decisions and Contract Duration – The yearly award term decisions and the contract ordering period end date shall be tracked in the table below.

Calendar Year	Award Term Decision (+ 1 year, -1 year, 0)	Points Carry Over	Contract Ordering Period End Date**
2023*			31-Mar-28
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			

\*Note the first Award Term Evaluation Period (2023) will be less than one year, based on award date.

\*\* As this is an option contract, contract will only continue to Contract Ordering Period End Date if each contract year is exercised.

### F.3 Ready for Training

Services Accreditation and Declaration of RFT shall be no later than 1 April 2023, with the exception of the AH-64E Individual/Crew training requirements. The Government recognizes that there are current, available solutions that provide capabilities for all PWS requirements except for the AH-64E. The Government also recognizes that Offerors may propose developmental efforts to satisfy the AH-64E requirements, which may not be RFT by 1 April 2023. Therefore, the Government will evaluate each Offeror's proposal based on the cost, schedule, and performance aspects of their proposed AH-64E solution.

## Section G - Contract Administration Data

## G.1 Small Business Participation

G.1.1.a. Small Business Participation data shall be submitted on a semi-annual basis in accordance with the Small Business Utilization Report, CDRL A010 (DI-MGMT-82041B), and the awardee's proposed Small Business Participation Commitment Document, listed in Section J (incorporated at contract award). The contractor shall report actual small business utilization achievements relative to proposed small business participation in performance of the contract (including subcontracting dollars/percentages relative to total contract value / total subcontracting). In addition, the report shall include the results of efforts to:

(1) Increase use of qualified small businesses through competition for acquisition of supplies or services, to enhance ability to meet performance specified in the contract.

(2) Engage small businesses, to increase capability and capacity, to serve as alternative sources, and to increase the quality of supplies or services to meet performance specified in the contract.

b. The awardee's proposed Small Business Participation requirement of \_\_\_\_% (to be completed at contract award) is incorporated into the resulting contract. The Small Business Participation calculations and data shall include contract amounts on all delivery/task orders placed against all CLINs. The Small Business Participation amounts and percentages shall be measured by comparing the total obligated amount on delivery/task orders to the total actual amount performed by Small Business concerns on those delivery/task orders. Failure to meet the overall Small Business Participation requirement of \_\_\_\_% (to be completed at contract award) in each 12-month performance period, beginning from contract award, will affect the assessment provided in the Contractor Performance Assessment Report System (CPARS) under Utilization of Small Business.

c. If, at any time during contract performance, the Contracting Officer determines that Small Business participation levels are not being maintained at or above the goal, the contractor will be required to submit a plan for reallocating resources in a manner that will ensure the goal will be met. The reallocation plan should be submitted no later than 15 days after notice from the Contracting Officer and implementation should begin within 20 days thereafter.

## CLAUSES INCORPORATED BY REFERENCE

252.232-7003      Electronic Submission of Payment Requests and Receiving      DEC 2018  
Reports

## CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(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 the Procurement Integrated Enterprise Environment (PIEE), Wide Area WorkFlow (WAWF) application.

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

“Payment request” and “receiving report” are defined in the clause at [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(b) *Electronic invoicing.* PIEE/WAWF provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF application access.* To access the WAWF application in PIEE, the Contractor shall—

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

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

(d) *WAWF training within PIEE.* The Contractor should follow the training instructions of the PIEE Web-Based Training Course and use the Practice Training Site before submitting payment requests in PIEE/WAWF. Both can be accessed by selecting the “Web Based Training” link on the PIEE home page at <https://piee.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 shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher. N/A

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

### **Receiving Report Stand-Alone**

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

### **Invoice 2in1**

(iii) For customary progress payments based on costs incurred, submit a progress payment request. N/A

(iv) For performance based payments, submit a performance based payment request. N/A

(v) For commercial item financing, submit a commercial item financing request. N/A

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

(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\*

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

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

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

<b>Name</b>	<b>Email</b>	<b>Phone</b>	<b>Job Title</b>
Marvin Hagan	<a href="mailto:marvin.j.hagan.civ@mail.mil">marvin.j.hagan.civ@mail.mil</a>	407-208-3349	Contracting Officer/Approver
Laura Parsons	<a href="mailto:laura.l.parsons.civ@mail.mil">laura.l.parsons.civ@mail.mil</a>	407-384-3867	Contract Specialist/View Only
Keith Adams	<a href="mailto:keith.l.adams2.civ@mail.mil">keith.l.adams2.civ@mail.mil</a>	407-208-3218	Contract Specialist/View Only
Michael Kilcrease	<a href="mailto:michael.a.kilcrease4.civ@mail.mil">michael.a.kilcrease4.civ@mail.mil</a>	334-255-6748	Inspector/Acceptor

(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.

Primary Group Administrator [ronald.j.crowder.civ@mail.mil](mailto:ronald.j.crowder.civ@mail.mil) or 407-208-3032

Alternate Group Administrator [thomas.j.bunch.civ@mail.mil](mailto:thomas.j.bunch.civ@mail.mil) or 407-384-3792

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

\*\*\*\* END OF NARRATIVE \*\*\*\*

## Section H - Special Contract Requirements

### H.1 Award Term Incentives

H.1.a. In addition to the terms set forth elsewhere in the contract, the contractor may earn an award term extension/reduction on the basis of performance during the evaluation periods.

H.1.b. Monitoring of Performance. The contractor's performance will be continually monitored by the performance monitors, whose findings are reported to the Award Term Review Board (ATRB). The ATRB recommends an award term to the Term Determining Official (TDO) who makes the final decision of the award term points based on the contractor's performance during the award term evaluation period.

H.1.c. Award Term Plan. The evaluation criteria and associated grades are specified in the award term plan, incorporated as Attachment J4, in Section J. The evaluation periods with the associated award term extensions/reductions and performance criteria with associated award term times are also specified in the award term plan.

(1) Modification of Award Term Plan. The award term plan may be unilaterally changed by the Government up to 45 days prior to the start of the affected evaluation period. Changes to the award term plan which occur 44 days or less prior to the start of an evaluation period, or changes applicable to a current evaluation period, shall be incorporated bilaterally.

(2) Contractor's Self-Assessment. The contractor's self-evaluation shall be submitted to the Contracting Officer within seven working days after the end of the evaluation period. The written assessment of the contractor's performance throughout the evaluation period may also contain any information that may be reasonably expected to assist the ATRB in evaluating the contractor's performance. The contractor's self-assessment may not exceed 10 pages.

(3) Disputes. All decisions regarding the award term including, but not limited to, the amount of the award term if any, the methodology used to calculate the award term, the calculation of the award term, the contractor's entitlement of the award term, and the nature and success of the contractor's performance are within the discretion of the TDO and are not subject to the disputes clause.

(4) Changes to Contract Term. The contract will be unilaterally modified to reflect the award term extension or reduction. The total contract period of performance under this clause shall not exceed 12 years.

H.1.d. The Government has the unilateral right not to grant or to cancel award term periods and the associated Award Term Plans if:

- (1) The contractor has failed to achieve the required performance measures for the corresponding evaluation period;
- (2) After earning an award term, the contractor fails to earn an award term in any succeeding year of contract performance, the Contracting Officer may cancel any award terms that the contractor has earned, but that have not begun;
- (3) The Contracting Officer notifies the contractor that the Government no longer has a need for the award term period before the time an award term period is to begin;
- (4) The Contracting Officer notifies the contractor that funds are not available for the award term.

H.1.e. When an award term period is not granted or cancelled, any—

- (1) Prior award term periods for which the contractor remains otherwise eligible are unaffected.

(2) Subsequent award term periods may be cancelled.

H.1.f. Cancellation of an award term period that has not yet commenced for any of the reasons set forth in the paragraph above shall not be considered either a termination for convenience or termination for default, and shall not entitle the contractor to any termination settlement or any other compensation. If the award term is cancelled, a unilateral modification will cite this clause as the authority.

(End of clause)

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

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	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
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	JUN 2020
52.203-16	Preventing Personal Conflicts of Interest	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	JUN 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-2	Security Requirements	MAR 2021
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-5	Women-Owned Business (Other Than Small Business)	OCT 2014
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-17	Ownership or Control of Offeror	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-20	Predecessor of Offeror	AUG 2020
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.	JUL 2018
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	AUG 2020
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUN 2020
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.209-13	Violation of Arms Control Treaties or Agreements -- Certification.	FEB 2021
52.210-1	Market Research	JUN 2020
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-2	Audit and Records--Negotiation	JUN 2020
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	JUN 2020



52.215-12 (Dev)	Subcontractor Certified Cost or Pricing Data (Deviation 2018-JUN 2020 O0015)	
52.215-13 (Dev)	Subcontractor Certified Cost or Pricing Data - Modifications (Deviation 2018-O0015)	JUN 2020
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	JUN 2020
52.216-21	Requirements	OCT 1995
52.217-5	Evaluation Of Options	JUL 1990
52.219-1	Small Business Program Representations	NOV 2020
52.219-1 Alt I	Small Business Program Representations (NOV 2020) Alternate I	SEP 2015
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	SEP 2021
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.219-9	Small Business Subcontracting Plan	JUN 2020
52.219-9 Alt II	Small Business Subcontracting Plan (SEP 2021) Alternate II	NOV 2016
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation	MAY 2018
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-26	Equal Opportunity	SEP 2016
52.222-32	Construction Wage Rate Requirements--Price Adjustment (Actual Method)	AUG 2018
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-42	Statement Of Equivalent Rates For Federal Hires	MAY 2014
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	AUG 2018
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.222-50	Combating Trafficking in Persons	OCT 2020
52.222-54	Employment Eligibility Verification	OCT 2015
52.222-55	Minimum Wages Under Executive Order 13658	NOV 2020
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2017
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
52.223-15	Energy Efficiency in Energy-Consuming Products	MAY 2020
52.223-16	Acquisition of EPEAT (R) - Registered Personal Computer Products	OCT 2015
52.223-16 Alt I	Acquisition of EPEAT - Registered Personal Computer Products - Alternate I	JUN 2014
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	AUG 2018
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.223-22	Public Disclosure of Greenhouse Gas Emissions and Reduction Goals -- Representation.	DEC 2016
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021

52.227-1	Authorization and Consent	JUN 2020
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	JUN 2020
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-13	Notice Of Progress Payments	APR 1984
52.232-16	Progress Payments	JUN 2020
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984
52.232-25	Prompt Payment	JAN 2017
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-34	Payment By Electronic Funds Transfer--Other Than System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
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
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.243-1 Alt V	Changes--Fixed-Price (Aug 1987) - Alternate V	APR 1984
52.244-2	Subcontracts	JUN 2020
52.244-2 Alt I	Subcontracts (JUN 2020) - Alternate I	JUN 2020
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	JUL 2021
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-1	Commercial Bill Of Lading Notations	FEB 2006
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.247-64	Preference for Privately Owned U.S. - Flag Commercial Vessels	FEB 2006
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.252-2	Clauses Incorporated By Reference	FEB 1998
52.252-6	Authorized Deviations In Clauses	NOV 2020
52.253-1	Computer Generated Forms	JAN 1991
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- DEC 2008	
	Contract-Related Felonies	
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.203-7004	Display of Hotline Posters	AUG 2019
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7002	Payment For Contract Line or Subline Items Not Separately Priced	APR 2020
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7006	Billing Instructions	OCT 2005
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7023 Alt I	Reporting Requirements for Contracted Services (JUL 2021) Alternate I	JUL 2021
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.209-7994	Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law -- Fiscal Year 2014 Appropriations (Deviation)	OCT 2013
252.215-7008	Only One Offer	JUL 2019
252.215-7009	Proposal Adequacy Checklist	JAN 2014
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	JAN 2018
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	DEC 2019
252.219-7004	Small Business Subcontracting Plan (Test Program)	MAY 2019
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7999 (Dev)	Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (Deviation 2021-O0009)	OCT 2021
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	APR 2019
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.232-7010	Levies on Contract Payments	DEC 2006
252.232-7017	Accelerating Payments to Small Business Subcontractors-- Prohibition on Fees and Consideration	APR 2020
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Items	JAN 2021
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.246-7008	Sources of Electronic Parts	MAY 2018

CLAUSES INCORPORATED BY FULL TEXT

## 52.202-1 DEFINITIONS (JUN 2020)

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless--

- (a) The solicitation, or amended solicitation, provides a different definition;
- (b) The contracting parties agree to a different definition;
- (c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning;
- (d) The word or term is defined in FAR part 31, for use in the cost principles and procedures; or
- (e) The word or term defines an acquisition-related threshold, and if the threshold is adjusted for inflation as set forth in FAR 1.109(a), then the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment; see FAR 1.109(d).

(End of clause)

## 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (JUN 2020)

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

Agent means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

Full cooperation—

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require--

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from--

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

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).

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Code of business ethics and conduct. (1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall--

(i) Have a written code of business ethics and conduct;

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall--

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed--

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall--

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including--

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontractor thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that exceed the threshold specified in FAR 3.1004(a) on the date of subcontract award and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)

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

The Government contemplates award of a Requirements contract resulting from this solicitation.

(End of provision)

#### 52.216-18 ORDERING. (AUG 2020)

(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 Schedule. Such orders may be issued from 1 April 2023 through 31 March 2035.

(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) A delivery order or task order is considered "issued" when--

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either--

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of contract expiration.

(End of clause)

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 12 years.

(End of clause)

#### 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (NOV 2020)

(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--

(1) 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 (d) 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.



(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon 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) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) 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(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support--table-size-standards>.

(e) 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.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) 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, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) 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 (f) or (h) of this clause.

(h) 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:

(1) The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code assigned to contract number .

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents 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 Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this clause.] The Contractor represents 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 (h)(4)(i) of this clause is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture.

[The Contractor 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 Contractor represented itself as a women-owned small business concern eligible under the WOSB Program in (h)(4) of this clause.] The Contractor represents 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 (h)(5)(i) of this clause is accurate for each EDWOSB concern participating in the joint venture. [The Contractor 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 Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not a veteran-owned small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents 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 changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

#### 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):

[www.acquisition.gov](http://www.acquisition.gov)

(End of provision)

#### 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2019)

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

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor attributional/proprietary information means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Covered contractor information system means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

Covered defense information means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is--

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

Cyber incident means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

Forensic analysis means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Malicious software means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

Operationally critical support means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

Rapidly report means within 72 hours of discovery of any cyber incident.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data--Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an information technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at [osd.dibcsia@mail.mil](mailto:osd.dibcsia@mail.mil), within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall--

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <https://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <https://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <https://public.cyber.mil/eca/>.

(d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD--

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to

be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall--

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to--

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of clause)

## 252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2021)

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

Covered defense telecommunications equipment or services means--

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities;

(2) Telecommunications services provided by such entities or using such equipment; or

(3) Telecommunications equipment or services produced or provided by an entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Covered foreign country means--

(1) The People's Republic of China; or

(2) The Russian Federation.

Covered missions means--

(1) The nuclear deterrence mission of DoD, including with respect to nuclear command, control, and communications, integrated tactical warning and attack assessment, and continuity of Government; or

(2) The homeland defense mission of DoD, including with respect to ballistic missile defense.

Critical technology means--

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. In accordance with section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), the contractor shall not provide to the Government any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless the covered defense telecommunication equipment or services are covered by a waiver described in Defense Federal Acquisition Regulation Supplement 204.2104.

(c) Procedures. The Contractor shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service, to carry out covered missions, that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Reporting.



(1) In the event the Contractor identifies covered defense telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, the Contractor shall report at <https://dibnet.dod.mil> the information in paragraph (d)(2) of this clause.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within 3 business days from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 30 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered defense telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

## 252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2020)

### (a) Definitions.

Basic Assessment means a contractor's self-assessment of the contractor's implementation of NIST SP 800-171 that--

(1) Is based on the Contractor's review of their system security plan(s) associated with covered contractor information system(s);

(2) Is conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology; and

(3) Results in a confidence level of "Low" in the resulting score, because it is a self-generated score.

Covered contractor information system has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

High Assessment means an assessment that is conducted by Government personnel using NIST SP 800-171A, Assessing Security Requirements for Controlled Unclassified Information that--

(1) Consists of--

(i) A review of a contractor's Basic Assessment;

(ii) A thorough document review;

(iii) Verification, examination, and demonstration of a Contractor's system security plan to validate that NIST SP 800-171 security requirements have been implemented as described in the contractor's system security plan; and

(iv) Discussions with the contractor to obtain additional information or clarification, as needed; and

(2) Results in a confidence level of "High" in the resulting score.

Medium Assessment means an assessment conducted by the Government that--

(1) Consists of--

(i) A review of a contractor's Basic Assessment;

(ii) A thorough document review; and

(iii) Discussions with the contractor to obtain additional information or clarification, as needed; and

(2) Results in a confidence level of "Medium" in the resulting score.

(b) Applicability. This clause applies to covered contractor information systems that are required to comply with the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, in accordance with Defense Federal Acquisition Regulation System (DFARS) clause at 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

(c) Requirements. The Contractor shall provide access to its facilities, systems, and personnel necessary for the Government to conduct a Medium or High NIST SP 800-171 DoD Assessment, as described in NIST SP 800-171 DoD Assessment Methodology at

[https://www.acq.osd.mil/dpap/pdi/cyber/strategically\\_assessing\\_contractor\\_implementation\\_of\\_NIST\\_SP\\_800-171.html](https://www.acq.osd.mil/dpap/pdi/cyber/strategically_assessing_contractor_implementation_of_NIST_SP_800-171.html), if necessary.

(d) Procedures. Summary level scores for all assessments will be posted in the Supplier Performance Risk System (SPRS) (<https://www.sprs.csd.disa.mil/>) to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) Basic Assessments. A contractor may submit, via encrypted email, summary level scores of Basic Assessments conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology to [webptsmh@navy.mil](mailto:webptsmh@navy.mil) for posting to SPRS.

(i) The email shall include the following information:

(A) Version of NIST SP 800-171 against which the assessment was conducted.

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract--

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (b)(1)(i) of this section, the

Contractor shall use the following format for the report:

System security plan	CAGE codes supported by this plan	Brief description of the plan architecture	Date of assessment	Total score	Date score of 110 will be achieved

(2) Medium and High Assessments. DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system security plan assessed:

- (i) The standard assessed (e.g., NIST SP 800-171 Rev 1).
  - (ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).
  - (iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.
  - (iv) A brief description of the system security plan architecture, if more than one system security plan exists.
  - (v) Date and level of the assessment, i.e., medium or high.
  - (vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).
  - (vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.
- (e) Rebuttals. (1) DoD will provide Medium and High Assessment summary level scores to the Contractor and offer the opportunity for rebuttal and adjudication of assessment summary level scores prior to posting the summary level scores to SPRS (see SPRS User's Guide [https://www.sprs.csd.disa.mil/pdf/SPRS\\_Awardee.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf)).
- (2) Upon completion of each assessment, the contractor has 14 business days to provide additional information to demonstrate that they meet any security requirements not observed by the assessment team or to rebut the findings that may be of question.
- (f) Accessibility.
- (1) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).
  - (2) Authorized representatives of the Contractor for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at [https://www.sprs.csd.disa.mil/pdf/SPRS\\_Awardee.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf).
  - (3) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this clause. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through

the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(g) Subcontracts.

(1) The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items (excluding COTS items).

(2) The Contractor shall not award a subcontract or other contractual instrument, that is subject to the implementation of NIST SP 800-171 security requirements, in accordance with DFARS clause 252.204-7012 of this contract, unless the subcontractor has completed, within the last 3 years, at least a Basic NIST SP 800-171 DoD Assessment, as described in

[https://www.acq.osd.mil/dpap/pdi/cyber/strategically\\_assessing\\_contractor\\_implementation\\_of\\_NIST\\_SP\\_800-171.html](https://www.acq.osd.mil/dpap/pdi/cyber/strategically_assessing_contractor_implementation_of_NIST_SP_800-171.html), for all covered contractor information systems relevant to its offer that are not part of an information technology service or system operated on behalf of the Government.

(3) If a subcontractor does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the subcontractor may conduct and submit a Basic Assessment, in accordance with the NIST SP 800-171 DoD Assessment Methodology, to [webpmsmh@navy.mil](mailto:webpmsmh@navy.mil) for posting to SPRS along with the information required by paragraph (d) of this clause.

(End of clause)

252.225-7048 EXPORT-CONTROLLED ITEMS (JUNE 2013)

(a) Definition. "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes--

(1) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120; and

(2) "Items," defined in the EAR as "commodities", "software", and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to—

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);

(2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);

- (3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);
  - (4) The Export Administration Regulations (15 CFR Parts 730-774);
  - (5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and
  - (6) Executive Order 13222, as extended.
- (e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.
- (End of clause)

252.225-7970 PROHIBITION ON USE OF CERTAIN ENERGY SOURCED FROM INSIDE THE RUSSIAN FEDERATION (DEVIATION 2020-O0018) (MAY 2020)

(a) *Definitions.* As used in this clause—

“*Covered military installation*” means a military installation in Europe identified by the Department of Defense as a main operating base; and

“*Furnished energy*” means energy furnished to a covered military installation in any form and for any purpose, including heating, cooling, and electricity.

(b) *Prohibition.* In accordance with section 2821 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92), the Contractor shall not use in the performance of this contract any energy sourced from inside the Russian Federation as a means of generating the furnished energy for the covered military installation.

(c) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts and other contractual instruments that are for furnished energy at a covered military installation, including subcontracts and other contractual instruments for commercial items.

(End of clause)

252.225-7972 PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT SYSTEMS (MAY 2020) (DEVIATION 2020-O0015)

(a) *Prohibition.* In accordance with section 848 of the National Defense Authorization Act for Fiscal Year 2020, the Contractor shall not provide or use in the performance of this contract -

(1) An unmanned aircraft system (UAS), or any related services or equipment, that -

(i) Is manufactured in the People’s Republic of China or by an entity domiciled in the People’s Republic of China;

(ii) Uses flight controllers, radios, data transmission devices, cameras, or gimbals manufactured in the People’s Republic of China or by an entity domiciled in the People’s Republic of China;

(iii) Uses a ground control system or operating software developed in the People’s Republic of China or by an entity domiciled in the People’s Republic of China; or

(iv) Uses network connectivity or data storage located in, or administered by an entity domiciled in, the People’s Republic of China; or

(2) A system for the detection or identification of a UAS, or any related services or equipment, that is manufactured-

(i) In the People's Republic of China; or

(ii) By an entity domiciled in the People's Republic of China.

(b) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (b), in all subcontracts or other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

## Section J - List of Documents, Exhibits and Other Attachments

## J.1. Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	FSTSS PWS, Rev 2	95	01 OCT 21
Attachment 2	FSTSS QASP	35	01 OCT 21
Attachment 3	FSTSS DD 254	13	08 DEC 21
Attachment 4	Award Term Plan	20	01 OCT 21
Attachment 5	*COR Appointment Letter	TBD	TBD
Attachment 6	*Small Business Subcontracting Plan	TBD	TBD
Attachment 7	*Small Business Participation Commitment Document	TBD	TBD
Attachment 8	*FSTSS IMS	TBD	TBD
Attachment 9	*FSTSS IMP	TBD	TBD
Attachment 10a	Distribution Agreement	7	TBD
Attachment 10b	Security Vetting Form	1	TBD
Attachment 11	**Solicitation Question/Comment Form	1 Worksheet	
Attachment 12	**Traceability Matrix	1 Worksheet	
Attachment 13	**Price Workbook	1 Workbook	
Attachment 14	**Proposal Receipt Form	1 Page (2 Copies)	
Attachment 11	**Pricing Proposal Adequacy	9 Pages	
Exhibit A	FSTSS CDRLs	PDF Portfolio (10 CDRLs)	01 OCT 21

\* Documents incorporated at contract award.

\*\* Documents removed from Section J at contract award.



## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE

52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	NOV 2015
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law	FEB 2016
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	JUN 2020
252.225-7973 (Dev)	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems - Representation (DEVIATION 2020-O0015)	MAY 2020

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2020)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561990.

(2) The small business size standard is \$12,000,000.

(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, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), 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) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.

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

(v) 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.

(vi) 52.204-26, Covered Telecommunications Equipment or Services--Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation.

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

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 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.

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

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). 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.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 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.

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

(xv) 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.

(xvi) 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.

(xvii) 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.

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

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)

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

(xxi) 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 \$83,099, the provision with its Alternate II applies.

(D) If the acquisition value is \$83,099 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

(xxiv) 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.

(xxv) 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 representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

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

(ii) 52.204-20, Predecessor of Offeror.

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

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

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

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

(d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <https://www.sam.gov>. After reviewing the SAM 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)

#### 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (OCT 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-

Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(d) Representations. The Offeror represents that--

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that--

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional

disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (OCT 2020)

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c) Representations.

(1) The Offeror represents that it [ ☐ ] does, [ ☐ ] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it [ ☐ ] does, [ ☐ ] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2021)

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

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

(2) If the provision at FAR 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) 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:

☐ (i) Paragraph (e) applies.

☐ (ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

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

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation. Applies to all solicitations.

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

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

(v) 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.

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

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

(viii) 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.

\_\_\_ (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

\_\_\_ (vii) 252.232-7015, Performance-Based Payments--Representation.



(e) The Offeror has completed the annual representations and certifications electronically via the SAM website 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 provision No.	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)

#### 252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES -- REPRESENTATION (DEC 2019)

(a) Definitions. As used in this provision, covered defense telecommunications equipment or services has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered defense telecommunications equipment or services”.

(c) Representation. The Offeror represents that it ☐ does, ☐ does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

#### 252.204-7017 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it “does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.”

(a) Definitions. Covered defense telecommunications equipment or services, covered mission, critical technology, and substantial or essential component, as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it "does" provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

The Offeror represents that it [ ] will [ ] will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it "will provide covered defense telecommunications equipment or services," the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

(2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

#### 252.204-7019 NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2020)

(a) Definitions.

Basic Assessment, Medium Assessment, and High Assessment have the meaning given in the clause 252.204-7020, NIST SP 800-171 DoD Assessments.

Covered contractor information system has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this solicitation.

(b) Requirement. In order to be considered for award, if the Offeror is required to implement NIST SP 800-171, the Offeror shall have a current assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) (see 252.204-7020) for each covered contractor information system that is relevant to the offer, contract, task order, or delivery order. The Basic, Medium, and High NIST SP 800-171 DoD Assessments are described in the NIST SP 800-171 DoD Assessment Methodology located at [https://www.acq.osd.mil/dpap/pdi/cyber/strategically\\_assessing\\_contractor\\_implementation\\_of\\_NIST\\_SP\\_800-171.html](https://www.acq.osd.mil/dpap/pdi/cyber/strategically_assessing_contractor_implementation_of_NIST_SP_800-171.html).

(c) Procedures.

(1) The Offeror shall verify that summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) are posted in the Supplier Performance Risk System (SPRS) (<https://www.sprs.csd.disa.mil/>) for all covered contractor information systems relevant to the offer.

(2) If the Offeror does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the Offeror may conduct and submit a Basic Assessment to [webptsmh@navy.mil](mailto:webptsmh@navy.mil) for posting to SPRS in the format identified in paragraph (d) of this provision.

(d) Summary level scores. Summary level scores for all assessments will be posted 30 days post-assessment in SPRS to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) Basic Assessments. An Offeror may follow the procedures in paragraph (c)(2) of this provision for posting Basic Assessments to SPRS.

(i) The email shall include the following information:

(A) Cybersecurity standard assessed (e.g., NIST SP 800-171 Rev 1).

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract--

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (d)(1)(i) of this section, the Offeror shall use the following format for the report:

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CAGE codes	Brief description of	Date of	Total	Date score of
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System security plan	supported by this plan	the plan architecture	assessment	score	110 will achieved
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-----	-----	-----	-----	-----	-----
-----	-----	-----	-----	-----	-----
-----	-----	-----	-----	-----	-----
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(2) Medium and High Assessments. DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system assessed:

- (i) The standard assessed (e.g., NIST SP 800-171 Rev 1).
- (ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).
- (iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.
- (iv) A brief description of the system security plan architecture, if more than one system security plan exists.
- (v) Date and level of the assessment, i.e., medium or high.
- (vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).
- (vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(3) Accessibility.

- (i) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).
- (ii) Authorized representatives of the Offeror for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at [https://www.sprs.csd.disa.mil/pdf/SPRS\\_Awardee.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf).
- (iii) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this section. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(End of provision)

252.225-7974 REPRESENTATION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME  
(DEVIATION 2020-O0005) (FEB 2020)

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

Agency or instrumentality of the government of Venezuela means an agency or instrumentality of a foreign state as defined in section 28 U.S.C. 1603(b), with each reference in such section to "a foreign state" deemed to be a reference to "Venezuela".

Business operations means engaging in commerce in any form, including acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Government of Venezuela means the government of any political subdivision of Venezuela, and any agency or instrumentality of the government of Venezuela.

Person means -

(1) A natural person, corporation, company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group;

(2) Any governmental entity or instrumentality of a government, including a multilateral development institution (as defined in section 1701(c)(3) of the International Financial Institutions Act (22 U.S.C. 262r(c)(3))); and

(3) Any successor, subunit, parent entity, or subsidiary of, or any entity under common ownership or control with, any entity described in paragraphs (1) or (2) of this definition.

(b) Prohibition. In accordance with section 890 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92), contracting officers are prohibited from entering into a contract for the procurement of products or services with any person that has business operations with an authority of the government of Venezuela that is not recognized as the legitimate government of Venezuela by the United States Government, unless the person has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(c) Representation. By submission of its offer, the Offeror represents that the Offeror -

(1) Does not have any business operations with an authority of the Maduro regime or the government of Venezuela that is not recognized as the legitimate government of Venezuela by the United States Government; or

(2) Has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(End of provision)

## Section L - Instructions, Conditions and Notices to Bidders

### L. PROPOSAL SUBMISSION

#### L.1

Proposals shall be compliant with the full solicitation requirements and instructions contained within this section. Proposal submissions will be evaluated for consistency to ensure the Offeror's understanding of the entire FSTSS requirement. The Government will evaluate each proposal in accordance with this solicitation; Offerors are required to comply with all requirements stated herein.

If there is any indication that the Offeror does not intend to meet all of the requirements, the proposal and Offeror will not be evaluated, will be deemed non-compliant and will be ineligible for award.

The Government will determine that an Offeror's proposal is non-compliant, and therefore ineligible for award, if the proposal indicates that: all the requirements cannot or will not be met; an approach was provided that clearly does not meet any of the requirements; or includes data which prompts the Government to question the Offeror's compliance with any of the requirements.

L.1.1. **Introduction.** The requirement is a Full and Open Competition, to be competed among companies qualifying under NAICS 561990 (All Other Support Services), which sets the small business size standard at \$12M. The technical requirements are defined within Section C of this solicitation.

L.1.1.a. Offerors shall demonstrate their capability, understanding and willingness to satisfactorily perform the effort described in the Performance Work Statement (PWS), located in Section C of this solicitation, for the resultant Requirements contract.

L.1.1.b. The POCs for this solicitation are identified below:

#### **Primary**

Laura Parsons  
Contract Specialist  
Phone: 407-384-3867  
Email: [laura.l.parsons.civ@mail.mil](mailto:laura.l.parsons.civ@mail.mil) and [laura.l.parsons.civ@army.mil](mailto:laura.l.parsons.civ@army.mil)  
U.S. Army Contracting Command – Orlando  
12211 Science Drive  
Orlando, FL 32826-3224

Marvin Hagan  
Procuring Contracting Officer (PCO)  
Phone: 407-208-3349  
Email: [marvin.j.hagan.civ@mail.mil](mailto:marvin.j.hagan.civ@mail.mil) and [marvin.j.hagan.civ@army.mil](mailto:marvin.j.hagan.civ@army.mil)  
U.S. Army Contracting Command – Orlando  
12111 Science Drive  
Orlando, FL 32826-3224

#### **Alternate**

Keith Adams  
Contract Specialist  
Phone: 407-208-3218  
Email: [keith.l.adams3.civ@mail.mil](mailto:keith.l.adams3.civ@mail.mil) and [keith.l.adams3.civ@army.mil](mailto:keith.l.adams3.civ@army.mil)  
U.S. Army Contracting Command – Orlando  
12211 Science Drive  
Orlando, FL 32826-3224

L.1.1.c. Capabilities may be established within either the Offeror's corporate structure or through contractor teaming arrangements. The Government is neither encouraging nor discouraging teaming arrangements and will focus on the Offeror's proposed approach to perform the full scope of work.

L.1.1.d. The proposal **shall be valid for 400 calendar days** from date of initial proposal submission. The Offeror shall insert the validity date in Block 12 of the SF 33.

L.1.1.e. Unless otherwise specifically stated, the term "contract" will be synonymous with the words project or effort, when used in reference to information required in association with this solicitation.

L.1.2. The Offeror's proposal shall be submitted in digital copies, as set forth below:

L.1.2.a. The Offeror's proposal shall consist of five (5) volumes. The Volumes are:

Volume I – Technical;

Volume II – Program Management;

Volume III – Small Business Participation;

Volume IV – Price; and

Volume V – Solicitation, Offer and Award Documents and Certifications and Representations.

\*\* Files shall not contain classified data.

\*\* The use of hyperlinks in proposals is prohibited.

L.1.3. All proposals must clearly and convincingly demonstrate that the Offeror has a thorough understanding of the entire requirement and associated risks, and is able, willing and competent to devote resources necessary to meet the requirement, and has a valid and practical solution for the requirement. Statements that the prospective Offeror understands, can or will comply with the requirements, and statements paraphrasing the requirements or parts thereof without supporting information/narrative are considered inadequate and unsatisfactory. **Mere reiteration of the requirements or standard reference material is discouraged and is considered inadequate and unsatisfactory. The Offeror must include any data necessary to illustrate the adequacy of the various assumptions, approaches and solutions to problems.** In presenting material in proposals:

L.1.3.a. Offerors are advised that quality of information is more important than quantity. Offerors are encouraged to use quantitative terms wherever possible and avoid use of qualitative and subjective terms to the maximum extent practicable.

L.1.3.b. Offerors are cautioned that while the Government will not evaluate every PWS requirement for the purposes of the source selection evaluation, the awardee/Contractor will be required to comply with all PWS requirements during performance of the contract. The Offeror's proposal shall describe its approach to implementing PWS requirements that are being evaluated. **The proposal shall include Attachment J12, Traceability Matrix, in which the Offeror will include the proposal section that relates to the applicable PWS, Section L and Section M references.** Attachment J12 will be used for informational purposes to facilitate evaluation, but it will not be evaluated. The proposal should identify any unique or innovative approaches which ensure successful performance.

L.1.3.c. The Government will determine that an Offeror's proposal is non-compliant, and therefore ineligible for award, if the proposal indicates that: all the requirements cannot or will not be met; an approach was provided that clearly does not meet any of the requirements; or includes data which prompts the Government to question the Offeror's compliance with any of the requirements. The Source Selection Authority may reject all proposals received in response to a solicitation if doing so is in the best interest of the Government. Offerors are responsible for including sufficient details to permit a complete and accurate evaluation of each proposal.

L.1.3.d. Proprietary information shall be clearly marked IAW FAR 52.215-1.

L.1.3.e. Any Offeror that submits an OCI plan shall submit in accordance with Section C.3 of the solicitation, to the POCs identified in Section L.1.

L.1.4. The proposed approach should be specific, detailed and contain sufficient information to clearly and fully demonstrate the Offeror's understanding of the requirements and the inherent risks associated with this procurement. It is inadequate to simply state that the Offeror understands and will comply with the requirements, or to paraphrase the requirements. The proposal shall comprehensively explain how the Offeror proposes to comply with the applicable requirements, as well as describe the techniques and procedures the Offeror proposes to implement the proposed approach.

L.1.5. Information previously submitted to the Government should be assumed unavailable during this proposal evaluation and source selection process. Proposal data shall not be incorporated into the proposal by referring to another proposal or other source. Proposals submitted will not be returned. Alternate proposals will not be evaluated or accepted.

L.1.6. The portions of the successful Offeror's (Awardee's) proposal that have merit or exceed specified performance or capability requirements, in a way that will be advantageous to the Government during contract performance, will be incorporated into Section C of the resulting contract and task orders.

L.1.7. The Offerors shall ensure that each proposal volume submitted contains only the information relevant to that specific volume. The Offerors are cautioned that each volume of the proposal is evaluated standalone against the criteria set forth in Section M as the evaluators for one volume may be different from the evaluators of another volume. It is incumbent upon the Offerors to ensure proposals are properly submitted. If the data is not contained in the appropriate volume of the proposal, it will not be evaluated. For example, if Technical narratives are submitted under the Price Volume rather than the volume specified, the proposal will be evaluated as if no Technical narratives were submitted at all. **No price information shall be included in the Technical or Program Management Volumes of the Offeror's proposal.** The volumes will be evaluated in accordance with the Evaluation Criteria provided in Section M. Failure of an Offeror to provide all requested proposal information may render the Offeror's proposal as non-compliant and, as such, the Offeror's proposal will not be evaluated, at the sole discretion of the PCO. If determined to be non-compliant, the PCO will notify the Offeror as soon as practicable.

L.1.8 If an Offeror believes that the requirements or the solicitation contain an error, omission or are otherwise unsound, the Offeror shall immediately notify Contract Specialist Laura Parsons at [laura.l.parsons.civ@mail.mil](mailto:laura.l.parsons.civ@mail.mil) and [laura.l.parsons.civ@army.mil](mailto:laura.l.parsons.civ@army.mil), Contract Specialist Keith Adams at [keith.l.adams3.civ@mail.mil](mailto:keith.l.adams3.civ@mail.mil) and [keith.l.adams3.civ@army.mil](mailto:keith.l.adams3.civ@army.mil), AND Contracting Officer Marvin Hagan at [marvin.j.hagan.civ@mail.mil](mailto:marvin.j.hagan.civ@mail.mil) and [marvin.j.hagan.civ@army.mil](mailto:marvin.j.hagan.civ@army.mil), with supporting rationale, prior to the solicitation due date (See Section A, Executive Summary).

L.1.9. **Solicitation Questions:** All questions regarding the solicitation shall be submitted in writing to the Contract Specialist Laura Parsons at [laura.l.parsons.civ@mail.mil](mailto:laura.l.parsons.civ@mail.mil) and [laura.l.parsons.civ@army.mil](mailto:laura.l.parsons.civ@army.mil), Contract Specialist Keith Adams at [keith.l.adams3.civ@mail.mil](mailto:keith.l.adams3.civ@mail.mil) and [keith.l.adams3.civ@army.mil](mailto:keith.l.adams3.civ@army.mil), AND to Contracting Officer Marvin Hagan at [marvin.j.hagan.civ@mail.mil](mailto:marvin.j.hagan.civ@mail.mil) and [marvin.j.hagan.civ@army.mil](mailto:marvin.j.hagan.civ@army.mil), by **10 JAN 2022**. Offerors shall submit questions using the Attachment J11 Solicitation Question/Comment Form. No phone inquiries, questions or comments regarding the solicitation will be received or acknowledged. Offerors will receive an acknowledgement of their questions via response to the email submission. All inquiry items will be answered via an Amendment to the solicitation posted to the SAM.gov website under the solicitation number. Answers will be posted without Offeror identification. The Government will not provide responses to questions that would reveal a potential Offeror's confidential business strategy, technical solution or any information that is considered unique to a particular Offeror. Offerors are responsible for notifying the Government if any information provided as part of a question is considered proprietary or confidential information. The Government reserves the right to decline addressing questions received after **10 JAN 2022**. (See Section A, Executive Summary).

L.1.10. In accordance with FAR Subpart 52.215-1, Instructions to Offerors – Competitive Acquisition, 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. However, the Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

L.1.11. 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. Clarifications are not discussions. Offerors may be given the opportunity to clarify certain aspects of the proposal or resolve minor or clerical errors (see FAR 15.306(a)(1) and (2)). Clarifications shall be documented on, and conducted via transmittal of, Evaluation Notices (ENs) to the applicable Offeror.

L.1.12. In accordance with FAR Subpart 9.6, the Government will recognize the integrity and validity of contractor teaming arrangements, provided the arrangements are identified and company relationships are fully disclosed in the offer. Contractor teaming arrangements are considered an arrangement in which (1) two or more companies form a partnership or joint venture to act as a potential prime contractor, or (2) a potential prime contractor agrees with one or more other companies to have them act as its subcontractor under a specified Government contract or acquisition program. The prime contractor will be held fully responsible for contract performance, regardless of any teaming arrangement between the potential prime contractor and its subcontractors. Where the use of subcontractors is proposed, the proposal shall clearly distinguish between the prime and the major subcontractor's work and responsibilities. **Major subcontractors are defined as members of an Offeror's overall team who are expected to perform fifteen (15) percent or more of the total proposed price.**

L.1.13. Any proprietary information submitted separately for major subcontractors shall be furnished in the same format, level of detail and submission due date as prescribed for the prime Offeror. Subcontractor proposals submitted separately are considered part of the Offeror's proposal, including the page count. If subcontractor proposals are submitted separately, directly to the PCO and are late, the entire proposal will be considered late.

## **L.2. PROPOSAL SUBMISSION REQUIREMENTS**

L.2.1 Proposals for solicitation W900KK-22-R-0003 may be hand carried, sent by standard mail delivery through the United States Postal Services (USPS) or by a certified express vendor (i.e. FedEx) and **shall be received no later than the date and time specified in Block 9 of the SF 33**. The Offeror shall use the "Tracking" option for the proposal package(s). The Offeror shall provide a copy of the receipt for USPS and FedEx delivery options via email message to Contract Specialist Laura Parsons at [laura.l.parsons.civ@mail.mil](mailto:laura.l.parsons.civ@mail.mil) and [laura.l.parsons.civ@army.mil](mailto:laura.l.parsons.civ@army.mil), Contract Specialist Keith Adams at [keith.l.adams3.civ@mail.mil](mailto:keith.l.adams3.civ@mail.mil) and [keith.l.adams3.civ@army.mil](mailto:keith.l.adams3.civ@army.mil), AND to Contracting Officer Marvin Hagan at [marvin.j.hagan.civ@mail.mil](mailto:marvin.j.hagan.civ@mail.mil) and [marvin.j.hagan.civ@army.mil](mailto:marvin.j.hagan.civ@army.mil), within 24 hours of mailing the proposals.

L.2.2. All proposals shall indicate the following mailing address: Army Contracting Command – Orlando, Attention: Laura Parsons/Marvin Hagan, 12211 Science Drive, Orlando, FL 32826-3224. The solicitation number shall be clearly visibly on each package.

L.2.3. For a hand-carried proposal, the Offeror shall complete Attachment J14, Proposal Receipt Form (Company Name, Date Delivered, Company Representative's Name, Company Representative's Title and Number of CD/DVD Packages Received). The Contracting Officer/Specialist will annotate the date and time of proposal receipt. The Offeror's Representative will confirm the data and sign the Proposal Receipt Form. The Contracting Officer/Specialist will provide a copy of the Proposal Receipt Form to the Offeror. The Contracting Officer/Specialist's signature only denotes the receipt of the proposal package. The Government is not responsible for the proposal delivery content or condition upon delivery. The Offeror shall email the POCs listed in Section L.2.1 at least 24 hours before intended delivery of hand-carried proposals and the Government will respond, via email, with guidance on when and where delivery can be made.

**L.2.4. OFFERORS ARE HEREBY ON NOTICE THAT FAILURE TO SUBMIT ALL THE REQUIRED PROPOSAL INFORMATION IN EXACTLY THE MANNER (TIMELINESS AND FORMAT) AS SPECIFIED IN THE SOLICITATION MAY CONSITUTE A BASIS FOR THE GOVERNMENT TO**

**REJECT A PROPOSAL AS NON-COMPLIANT AND THEREFORE INELIGIBLE TO BE CONSIDERED FOR AWARD, AT THE SOLE DISCRETION OF THE PCO.**

L.2.5. Each volume shall be submitted in Microsoft Office 2013. Any pages that are changed (as a result of discussions or proposal revisions) should have changed information clearly marked by a vertical line in the right margin of the page. The revised pages shall be dated. Each volume shall be clearly labeled with its Title and “Original” or “Copy”.

VOLUME TITLE	DIGITAL COPIES	MAXIMUM PAGES
I – Technical	Original + 1	125*
II – Program Management	Original + 1	75*
III – Small Business Participation	Original + 1	Unlimited
IV – Price	Original + 1	Unlimited
V – Solicitation, Offer and Award Documents and Certifications/Representations	Original + 1	Unlimited

\* Table of Contents, Title Pages, Glossary, Attachment J12 - Traceability Matrix and the Integrated Master Schedule (IMS) are excluded from the page count.

L.2.6. Paragraphs should be single-spaced. Each paragraph shall be separated by at least one blank line. A standard, 12-point minimum Arial font size is required. Tables shall be 12-point font and may be landscape. Illustrations (e.g. images or diagrams) shall use a font size of no less than 12-point and may be landscape. The IMS (submitted in Volume II – Program Management) shall be submitted using Microsoft Project 2013 and may use the default font size of the application.

**NOTE: Pages that exceed the required page limitations will not be evaluated. Additional pages over the maximum allowed will be removed and will not be evaluated by the Government.**

L.2.7. The CD/DVD case of each digital copy of each proposal volume shall contain the Offeror’s name, the solicitation number, the title of the solicitation, the Volume number and “Original” or “Copy”. Company logos and/or names and pictures that identify the company or personnel shall be used on the CD/DVD **case cover only** of the Technical and Program Management Volumes, and not printed on the face of the CD/DVD. The Technical and Program Management Volumes’ CD/DVDs and contents within (pages including appendices, Table of Contents, title pages, Glossary, dividers/tabs and blank pages throughout the digital copies of the Technical and Program Management Volumes of the proposal) shall not contain company logos and/or names, pictures or any information that indicates the company’s identification or personnel. The Technical and Program Management Volumes shall not contain any pictures that identify company personnel or Government personnel. No quotes or statements made by Government personnel in prior acquisition efforts shall be contained within the Technical or Program Management Volumes of the Offeror’s proposal. Each proposal volume (I – Technical, II – Program Management, III – Small Business Participation, IV – Price and V – Solicitation, Offer and Award Documents and Certifications/Representations) shall be submitted as a separate volume and disc (CD or DVD).

### **L.3. PROPOSAL FILES**

L.3.1. **Format.** The submission shall be clearly indexed and logically assembled. Each volume shall be clearly identified can shall begin at the top of a page. All pages of each volume EXCEPT for Volume I – Technical and Volume II – Program Management, shall be appropriately numbered and identified by the complete company name (logo may be used), date and solicitation number in the header and/or footer. All pages of Volumes I and II shall be appropriately numbered and identified by the date and solicitation number in the header and/or footer and shall NOT include the company name. All files on each CD/DVD shall be in Microsoft Office 2013 and Adobe Acrobat Reader (PDF) and verified to be free of any virus or malware. Please note, self-extracting “.exe” files are not acceptable. A Table of Contents should be created using the Table of Contents feature in MS Word. MS Word (.doc) files shall use the following page set-up parameters:

Margins – Top, Bottom, Left, Right – 1”

Gutter – 0”

From Edge – Header, Footer – 0.5”

Page Size, Width – 8.5”

Page Size, Height – 11”

NOTE: 11” X 17” pages are acceptable for table/graphic representations **ONLY**. Each printed side of an 11” X 17” page counts as two pages for the relevant page count.

The following additional restrictions apply:

L.3.2. **File Packaging.** All of the proposal files shall be compressed (zipped) into one file entitled “Volume<number and name> FSTSS proposal zip” using WinZip version 6.2 or later, or as separate uploads in their native format, i.e. doc, xls, ppt, etc. and provided on CDs or DVDs. No other electronic media will be permitted. All price breakdown information to aide in the price evaluation shall be submitted in Microsoft Excel Read/Write format and viewable in Microsoft Excel 2013. For Volume I – Technical and Volume II – Program Management, each CD/DVD case cover **ONLY** shall be externally labeled with the volume number, date, solicitation number and the Offeror’s name. Each disc inside the CD/DVD cover of Volumes I and II shall be externally labeled with the volume number, date and solicitation number and shall **NOT** include the company name. For all other volumes, other than Volumes I and II, each disc **AND** CD/DVD case cover shall be externally labeled with the volume number, date, solicitation number and the Offeror’s name.

L.3.2.a. **Content Requirement.** All information shall be confined to the appropriate volume. The Offeror shall confine submissions to essential matters, sufficient to define the proposal in a concise manner, to permit a complete and accurate evaluation of each proposal. Each volume of the proposal shall consist of a Table of Contents and the Narrative discussion. Proprietary information shall be clearly marked IAW FAR 52.215-1. Proposals shall be marked, “Controlled Unclassified Information”.

L.3.3. **VOLUME I – Factor 1: Technical.**

This volume shall demonstrate the Offeror’s understanding of the requirements of the PWS. The work outlined in the PWS is representative of the technical requirements of this effort; therefore, the Offeror shall demonstrate the Offeror’s understanding of the entire technical requirement through the Offeror’s proposal submission under this technical volume. The relevant sections that identify PWS requirements to be evaluated are provided under each subfactor; however, Offerors may include additional material to the extent that it is necessary to describe the proposed approach for meeting the requirements being evaluated. All referenced PWS sections are inclusive of subparagraphs and sections (e.g. a reference to paragraph 3.1 implicitly includes all 3.1.x and other nested paragraphs). The Government may consider the impact of the Offeror’s proposed approach on the ability to meet all solicitation requirements, even if not being specifically evaluated, in the evaluation of each subfactor. The Offeror shall complete, and attach to Volume I, the Attachment J12 Traceability Matrix to provide the specific proposal subparagraphs that relate to each subfactor element in the Technical and Program Management Volumes of the solicitation. Attachment J12 is for informational purposes only and will not be evaluated. The Technical volume shall be organized sequentially into the following sections:

L.3.3.a. **Factor 1 – Subfactor 1, Simulation Training Capability.**

The Offeror shall describe their approach to meeting the simulation training capability of the PWS by describing their training system solution(s) used to develop, integrate, test, produce, install, manage, operate and maintain a simulation training capability that meets the FSTSS Simulation requirements as defined in the PWS. The Offeror shall provide their timeline to achieve the required start date of 01 April 2023 with Services Accreditation and declaration of RFT, with the exception of the AH-64E Individual/Crew training requirements. The Offeror shall provide their approach, including timeline, to achieving their proposed Services Accreditation and declaration of RFT for the AH-64E requirements. Relevant PWS paragraphs include: 1.3., 2.1., 2.2., 2.3., 2.4., 3.3., 3.7., 3.8., 3.9., 3.10., 3.11., 3.15.

L.3.3.b. **Factor 1 – Subfactor 2, Training Facilities.**

The Offeror shall describe their approach to using existing Fort Rucker on-post facilities and proposed off-post facilities. The Offeror shall describe their transportation plan to and from any off-post facilities. The Offeror shall

describe their telephone service, internet service, NIPR support, and LAN and WAN connection plans for the capability to support classified and unclassified operations, training, and device interoperability. The Offeror shall describe their plan to support and expand, as necessary, the existing USAACE networks to fully support all FSTSS requirements. Relevant PWS paragraphs include: 2.1.1., 4., 5.

**L.3.3.c. Factor 1 – Subfactor 3, Simulator Availability to Support Student Training Loads.**

The Offeror shall describe their approach to identifying the proposed quantities of each Virtual Simulator and Advanced Aircraft Virtual Simulator that the Offeror intends to provide to support normal and increased student loads (10% surge) if necessary, based on mobilization or other training requirements. The Offeror shall describe how training surge and device availability have been factored into the device quantity. The Offeror shall describe how they intend to meet device requirements for functionality and fidelity; the visual system; command, control, communications, computers, intelligence, cyber, surveillance, and reconnaissance (C5ISR); Distributed Interactive Simulation (DIS), and High Level Architecture (HLA) compliance; networkability; concurrency; technology upgrades; terrain databases; RFT accreditation; and configuration management. Relevant PWS paragraphs include: 3.8.1., 3.8.2., 3.9.1., 3.10.2., 3.12., 3.13., 3.14., 3.15, 3.17.

**L.3.4. VOLUME II – Factor 2: Program Management.**

This volume shall demonstrate the Offeror's understanding of the requirements of the PWS. The work outlined in the PWS is representative of the program management requirements of this effort; therefore, this volume shall demonstrate the Offeror's understanding of the entire program management requirement through the Offeror's proposal submission under the program management volume. Relevant PWS sections that will be evaluated are provided under each subfactor; however, Offerors may include additional material to the extent that it is necessary to describe the proposed approach for meeting the requirements being evaluated. All referenced PWS sections are inclusive of sub-paragraphs and sections (e.g. a reference to paragraph 3.1 implicitly includes all 3.1.x and other nested paragraphs). The Government may consider the impact of the Offeror's proposed approach on the ability to meet all solicitation requirements, even if not being specifically evaluated, in the evaluation of each subfactor. The Offeror shall complete, and attach to Volume I, the Attachment J12 Traceability Matrix to provide the specific proposal subparagraphs that relate to each subfactor element in the Technical and Program Management Volumes of the solicitation. Attachment J12 is for informational purposes only and will not be evaluated. The volume shall be organized sequentially into the following sections:

**L.3.4.a. Factor 2 – Subfactor 1, Program Management Plan.**

The Offeror shall describe their overall Program Management Plan (PMP) to include the Integrated Master Schedule (IMS) and the Integrated Master Plan (IMP) to include schedule and performance information throughout the life cycle of the program. The Offeror shall prepare a PMP. The PMP shall include an IMS, IMP, equipment/ facilities management plans, and detailed organization data to include a program organization diagram & program/functional organization relationship charts. Relevant PWS paragraphs include: 1.3., 3.3., 3.5

**Integrated Master Schedule (IMS).** The Offeror shall provide an IMS. The IMS shall contain a sufficient number of activities to demonstrate a detailed understanding of the FSTSS program tasks/activities. The total number of activities/tasks shall not exceed 850. Major tasks/activities associated with operational evaluation to support proposed service start dates should be included. The Offeror shall show work in discrete blocks of time. Major milestones of the IMS shall be discussed to show the tasks to be accomplished to satisfy the IMP criteria and meet the events. The IMS shall correlate with other parts of the proposal including any plans to upgrade the performance of system elements, integrate new and legacy software, key performance evaluations, facility integration, test and verification, etc. The IMS shall:

- (1) Show task interdependencies by identifying the task sequencing relationships and the duration of all tasks. Indicate the critical path for the most likely duration of the IMS. Provide the ground rules and assumptions used in estimating task duration.
- (2) Use a single number system that correlates IMS tasks/activities to the PWS and IMP.

**Integrated Master Plan (IMP).** The Offeror shall provide a program IMP that identifies the key program events that are critical to program success. Each event shall include appropriate measurable criteria in order to ascertain

whether the event has been successfully met. Associated with each event will be entrance criteria for when the event begins and exit criteria that must be met in order to complete the event. The IMP is not a schedule (no calendar days are to be indicated). Instead, it is a list of key events; significant accomplishments associated with the event, and associated entrance and exit criteria essential to the successful execution of the program. The IMP should consist of two sections.

- (1) IMP Section 1: Introduction. The Offerors shall include any assumptions and guidelines for application of the IMP. This section shall include a dictionary that contains definitions of the selected services and action words used within the accomplishment criteria in Section 2 of the IMP. In addition, the Offeror shall include a description of the purpose, expected results and entrance and exit criteria for each event in Section 2.
- (2) IMP Section 2: Events/Accomplishments/Criteria. The Offeror shall define the following: (a) events, (b) accomplishments and (c) entrance/exit criteria.

**L.3.4.b. Factor 2 – Subfactor 2, Scheduling of Student Training.**

The Offeror shall describe their approach to providing a scheduling capability and provide a Student Training Scheduling Plan for overall training support requests from the supported organizations on Fort Rucker, including NG and Reserve units. The Offeror must include their proposed solution to support manual and automated requests. The Offeror must include their plan to manage assets during scheduling conflicts and maintenance issues, and their plan to schedule and prioritize any make-up training time missed by the student due to schedule conflicts and maintenance. Relevant PWS paragraphs include: 3.6

**L.3.4.c. Factor 2 – Subfactor 3, Security and Safety.**

The Offeror shall provide documentation verifying their capability to receive accreditation for a Secret Security Clearance prior to the declared RFT date of 01 April 2023, and the Offeror's proposed RFT date for the AH-64E. The Offeror shall describe their plan to maintain the accreditation at the Secret level for the life cycle of the program. The Offeror shall describe their reaccreditation plan should any security inspection result in the loss of their security clearance. The Offeror shall include physical security program and credentials of their Facility Security Officer (FSO). Relevant PWS paragraphs include: 6.8.

**L.3.5. VOLUME III – Factor 3: Small Business Participation.**

The Offeror shall prepare and submit a standalone Small Business Participation Volume in accordance with the following criteria:

L.3.5.a. The Small Business Participation Commitment Document, required from both large and small business Offerors, shall be completely stand-alone, and not require any reference to another source, volume, or proposal. The information provided should assume that no cross-reference will be checked, and that all claims, approaches, and statements must be clearly articulated in their entirety within the proposal volume being submitted. The Small Business Participation Commitment Document will be incorporated by attachment into any resulting contract award. All Offerors, both large and small businesses, are required to submit a Small Business Participation Commitment Document that clearly demonstrates a viable plan for meeting or exceeding the small business participation requirement of no less than 13% of the Total Contract Value (cumulative of all delivery/task orders). The Small Business Participation Commitment Document shall delineate each 12-month period during the BASE PERIOD, and each of the OPTION PERIODS. The Small Business Participation Commitment Document shall contain representation from small business, small disadvantaged business (SDB), veteran-owned small business (VOSB), service-disabled veteran-owned small business (SDVOSB), woman-owned small business (WOSB), or Historically Underutilized Business Zone small business (HUBZone). For example, if the total amount of delivery/task orders awarded within a 12-month period have a funded value of \$1,000,000.00, the contractor shall satisfy the 13% Small Business Participation requirement of at least \$130,000.00 over this 12-month period. A small business Offeror can meet the Small Business Participation requirement through their performance as a small business, or a combination of their performance and subcontracting to small business firms.

L.3.5.b. Offerors shall submit a single Small Business Participation Commitment Document in accordance with DFARS 215.304. The commitment document shall include the following:

1. Type of Business of prime contractor (Check all applicable boxes):

☐ Large (Other Than Small)

☐ Small (also check type of small business below):

☐ Small Disadvantaged Business (SDB)

☐ Veteran-Owned Small Business (VOSB)

☐ Service-Disabled Veteran-Owned Small Business (SDVOSB)

☐ Woman-Owned Small Business (WOSB)

☐ Historically Underutilized Business Zone Small Business (HUBZone)

2. Total Contract Value: \$\_\_\_\_\_

3. Dollar Value performed by Offeror as Prime Contractor: \$\_\_\_\_\_

4. Dollar Value and Percentage of Total Contract Value awarded to both large and small businesses. All percentages should use Total Contract Value as a baseline. Include only first tier subcontractors. Fill in all applicable sections of the table below.

	Dollar Value	Percentage of Total Contract Value
Large:	\$	%
Small: (*See Note 01)	\$	%
Total:	\$	100% (*See Note 02)

\*NOTE 01: Small includes: Small Business, Small Disadvantaged Business (SDB), Veteran- Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), Woman-Owned Small Business (WOSB), and Historically Underutilized Business Zone Small Business (HUBZone). Only include once regardless if represented in multiple groups.

\*NOTE 02: Include the Prime Offeror's dollars and percentage(s). When combined, Large and Small Business totals must equal 100% of the Total Contract Value.

5. The Offeror shall populate the table below to identify all anticipated prime Offeror and subcontracted supplies/services. When combined, prime Offeror and anticipated subcontracted totals must equal 100% of the Total Contract Value. The sum of the Estimated Total Dollars for Each Service/Supply for the stated small business subcontractors should ultimately lead to achieving the Small Business Participation requirement of no less than 13% for each 12-month period during the BASE PERIOD, and each of the OPTION PERIODS. The Offeror shall create as many rows and tables as necessary to adequately identify all first tier subcontractors for each 12-month period during the BASE PERIOD, and each of the OPTION PERIODS.

Pursuant to Section 8(d) of the Small Business Act, a subcontractor is considered a "small business" if it does not exceed the size standard for the North American Industry Classification System (NAICS) code that the prime Offeror determines for the services or supplies being acquired by the subcontract. It should be noted that the NAICS code determined for the subcontract may or may not be the same NAICS code as the one for prime Offeror's contract with the Government.

The prime Offeror shall provide written representation (signed letter/memorandum) from each first-tier subcontractor listed as a small business in the table below, confirming their size status as a "small business"; the written representation shall be provided as part of the prime Offeror's Small Business Participation Volume, and include the following: (1) a statement showing the NAICS code determined by the prime Offeror for the services or supplied being acquired by the subcontract, and confirming the subcontractor does not exceed the size standard for

the NAICS code; (2) a statement confirming that this certification is current, accurate, and complete; (3) full company name, mailing address, and DUNS or CAGE code; (4) dated and signed by a senior company representative of the first-tier subcontractor. In lieu of the written representation, the prime Offeror may instead provide the subcontractor's System for Award Management (SAM) profile, with FAR 52.219-1 (Small Business Program Representations) expanded to display the full text of the clause, if the SAM profile includes the NAICS code determined by the prime Offeror for the services or supplies being acquired by the subcontract; and the subcontractor represents to the prime Offeror that the SAM profile is current, accurate and complete.

**12-Month Period (\*NOTE: Complete a Separate Table for Each Year in the BASE and OPTIONS)**

	Name of Company (Include CAGE Code)	Anticipated NAICS Code for Each Subcontractor	Type of Service/Supply	Estimated Total Dollars for Each Service/Supply
Prime Offeror:		N/A		\$
Large:				\$
Small:				\$
Total:	N/A	N/A	N/A	\$

**L.3.5.c. Complexity and Variety of Small Business Work**

The Offeror shall provide a description of the specific services/supplies, as well as the complexity, of the subcontracted work that will be performed by each small business firm, as defined by FAR Part 19. The description shall also describe how the subcontracted work relates to the key aspects of the Performance Work Statement (PWS) associated with this RFP. Complexity is defined as the level of involvement for performance of functions provided by the small business firms. Increased complexity and variety of involvement for the performance of functions that support the growth of the small business capabilities will be rated more favorably and weighted more heavily than lower complexity or variety approaches.

**L.3.5.d. Role of Small Business Firms and Processes**

The Offeror shall provide an explanation of their process for identifying, competing, and selecting small business firms, as defined in FAR Part 19, for subcontracted work in order to meet or exceed the Small Business Participation requirements.

**L.3.5.e. Commitment to Use Small Business Firms**

The Offeror shall provide documentation regarding individual and enforceable commitments (i.e. signed letter of intent or teaming agreement signed by both parties) to utilize any small business firms, as defined in FAR Part 19, as subcontractors. Copies of such commitments shall be provided as part of Offeror's Small Business Participation Volume.

**L.3.5.f. Compliance with FAR 52.219-8 Requirements:**

L.3.5.f.1. All Offerors shall submit evidence of compliance with FAR clause 52.219-8, entitled "Utilization of Small Business Concerns," for the past three (3) calendar years, from the release date of this solicitation, under no more than five (5) separate relevant Federal Government contracts. Relevancy is defined as efforts of the same scope of the PWS/SOW/Specification associated with this RFP. Evidence of compliance includes, but is not limited to the following: services/supplies provided by those small business firms; description of the complexity of the work performed by the small business firms; reporting of small business performance in Contractor Performance Assessment Reporting System (CPARS); and history of prompt payments to small business firms. A small business Offeror shall include its own performance in the documentation. Any information concerning long-term relationships with small business subcontractors (for example, mentor-protégé relationships), supporting the Offeror's past utilization of small business firms on relevant contracts, should be reported.

L.3.5.f.2. If an Offeror has not supported contracts with FAR 52.219-8 requirements, the Offeror shall so state.

L.3.5.f.3. Offerors consisting of a Joint Venture (JV) shall satisfy the above requirements by submitting the information of that of the managing partner of the joint venture.

**L.3.5.g. Compliance with FAR 52.219-9 Requirements**

L.3.5.g.1. Large Business Offerors shall provide evidence of compliance with the requirements of FAR clause 52.219-9, entitled "Small Business Subcontracting Plan," for the past three (3) calendar years, from the release date of this solicitation, under no more than five (5) separate relevant Federal Government contracts. Relevancy is defined as efforts of the same scope of the PWS associated with this RFP.

L.3.5.g.2. Evidence of FAR 52.219-9 compliance includes, but is not limited to, submission of copies of Individual Subcontracting Report (ISR), from the Electronic Subcontracting Reporting System (eSRS), for the past three (3) calendar years, from the release date of this solicitation, under no more than five (5) separate relevant Federal Government contracts. Offerors who are participants in the DoD Test Program for Comprehensive Small Business Subcontracting Plan shall submit a copy of the applicable DCMA Form 640, "DCMA Small Business Subcontracting Program Compliance Review," for the past three (3) calendar years, from the release date of this solicitation; the DCMA Form 640 must include all pages showing the details of the review and include both DCMA signatures on the final page of the document. Large Business Offerors who are NOT participants in the DoD Test Program for Comprehensive Subcontracting Plan may also submit a copy of applicable DCMA Form 640, for the past three (3) calendar years, from the release date of this solicitation; the DCMA Form 640 must include all pages showing the details of the review and include both DCMA signatures on the final page of the document. Large Businesses that have never held a contract incorporating FAR 52.219-9 shall so state.

L.3.5.g.3. Evidence of FAR 52.219-9 compliance includes, but is not limited to, submission of copies of Contractor Performance Assessment Reporting System (CPARS) reports where "Small Business Subcontracting" was evaluated, for the past three (3) calendar years, from the release date of this solicitation, under no more than five (5) separate relevant Federal Government contracts. Large Businesses that have never held a contract incorporating FAR 52.219-9 shall so state.

L.3.5.g.4. Information on any awards received, within the past three (3) calendar years, from the release date of this solicitation, for outstanding support to Small Business, Small Disadvantaged Business (SDB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), Woman-Owned Small Business (WOSB), and Historically Underutilized Business Zone Small Business (HUBZone), and if applicable, Historically Black Colleges and Universities / Minority Institutions (HBCU/MI).

L.3.5.g.5. Offerors not having relevant Government or commercial contracts for the past three (3) calendar years, from the release date of this solicitation, that are members of a Joint Venture (JV), can satisfy the requirements to provide proof of compliance with FAR 52.219-9 by submitting ISR, SSR, or CPARS documentation from the managing partner of the Joint Venture (JV).

**L.3.6. VOLUME IV – Factor 4: Price.**

The following information is required for Volume IV.

L.3.6.1. It is expected that this contract will be awarded based upon a determination that there is adequate price competition; therefore, the Offeror is not required to provide certified cost/pricing data with its proposal. If, after receipt of the proposals, the PCO determines that adequate price competition does not exist in accordance with FAR 15.403-1, the Offeror shall provide certified cost/pricing data as requested by the PCO. Therefore, additional supporting documentation may be required from the Offeror to support proposed pricing and the Offeror will be required to certify to their data provided.

L.3.6.2. Price Narrative: All information relating to pricing must be included in this section of the proposal and defined as pricing data. This volume shall stand alone in supporting the Offeror's approach to reasonableness and completeness of the overall price for this effort. This volume shall include the Offeror's CAGE Code. Under no circumstances shall pricing data be included elsewhere in the proposal. There is no page limit for this volume.



L.3.6.3. Price Workbook: The Offeror shall price all CLINs listed in Section B of the solicitation, as well as provide rates for Additional Training Availability Outside of CMT. All MS Excel spreadsheets included as exhibits supporting the Price Volume must be in MS Excel 2013 format that is editable and executable by the Government evaluator(s), clearly showing the calculations and formulas used in each cell. The submitted Price Workbook shall not be password protected. There shall be no hidden formulas, hidden worksheets, or protected cells.

L.3.6.4. Total Evaluated Price: The TEP is the sum of all base CLINs and option CLINs identified in the Attachment J13, Price Workbook, along with a calculated value to represent the possible need to extend the final task order (last option year) for a 6-month period pursuant to FAR clause 52.217-8. The representational value used for the evaluation of the costs of FAR clause 52.217-8 shall be ½ of the price of last Option Year. Offerors are advised that the evaluation of options shall not obligate the Government to exercise such options.

L.3.6.5. Offerors shall avoid presenting unbalanced pricing information. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more price element is significantly over or understated, as indicated by the application of cost or price analysis techniques per FAR 15.404(g). Offerors are cautioned that a proposal may be rejected, if unbalanced pricing exists and the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

L.3.6.6. Business Systems Information: The Offeror shall submit their CAGE code, contact information (name, telephone number and email address) for their cognizant DCMA ACO and cognizant DCAA supervisory auditor.

L.3.6.7. The Offeror shall list all proposed subcontracts (vendor name, city/state, amount, subcontract type [fixed price, cost, etc.] and SOW reference) whose contribution will account for (15) percent or more of the Total Proposed Price. The list shall identify each as being competitive or non-competitive subcontractor on the list. If the Offeror has been denied access by any non-competitive subcontractor on the list, the Offeror will instruct them to provide their cost/price proposal directly to the PCO or in a sealed package within the prime contract proposal.

L.3.6.8. Note: Major Subcontractor proposals must be submitted IAW the proposal submission deadline and authorized methods provided in this RFP in Sections L.1.3 and L.2. It is the Prime Contractor's responsibility to provide the proposal submission requirements, as stated herein, to the subcontractor(s). Subcontractor Price and Administrative Proposals shall be submitted directly to the PCO, or concurrent with and packaged within the Prime Contractor's Price Proposal, in a separate, sealed package and email, to protect proprietary information from release to the Prime Contractor.

**L.3.7. VOLUME V – SOLICITATIONS, OFFER AND AWARD DOCUMENTS AND CERTIFICATIONS/REPRESENTATIONS.**

L.3.7.1. Certifications and Representations – An authorized official of the company shall sign an Acrobat PDF file for the SF33 and all certifications requiring original signature. The Offeror shall acknowledge and accept all amendments to the solicitation. The Offeror shall provide a statement that they will fulfill all requirements of the PWS. The authorized official shall sign the SF 33, complete Section B and K – Representations, Certification and Other Statements of Offerors.

L.3.7.2. Statement of Compliance: Each Offeror shall include a statement indicating complete compliance with the solicitation in Volume V. As part of this letter, an authorized official shall sign certifying the following:

- (1) The proposed CLIN prices within the Price Workbook are binding and will be utilized for the life of the contract.
- (2) Regardless of the involvement in evaluations, all requirements of the contract PWS will be met.
- (3) Services Accreditation Plan to achieve declaration of RFP will be no later than 1 April 2023.
- (4) Government Furnished Property will not be provided for the FSTSS effort.

L.3.7.3. Small Business Subcontracting Plan (LARGE BUSINESSES ONLY)

Large Business Offerors shall provide an Individual Small Business Subcontracting Plan meeting the requirements of FAR clause 52.219-9, DFARS clause 252.219-7003, and AFARS Appendix DD (Subcontracting Plan Evaluation Guide). Offeror's shall ensure their Individual Small Business Subcontracting Plan includes the following requirement from AFARS Appendix DD: "A policy statement or evidence of internal guidance to company buyers that commits to complying with the Small Business Act (Public Law 99-661, Section 1207 and Public Law 100-180)." In accordance with DFARS clause 252.219-7004, Large Business Offerors who are participants in the DoD Test Program for Comprehensive Small Business Subcontracting Plan, are only required to submit the current version of their DoD Comprehensive Subcontracting Plan, signed by both company officials and DCMA. The Small Business Subcontracting Plan shall be provided as part of Volume V.

The Small Business Subcontracting Plan is NOT a requirement for evaluation in source selection, but rather a requirement for contract award to a Large Business Offeror. Individual Small Business Subcontracting Plan submissions shall include goals calculated as a percentage of total contract dollars, in addition to the goals established as a percentage of total subcontract dollars. Furthermore, Individual Small Business Subcontracting Plan submissions shall reflect and be consistent with the percentage and dollar value commitments stipulated in the Offeror's proposed Small Business Participation Commitment Document. If during the responsibility determination, prior to award, the Government has questions regarding the potential awardee's Small Business Subcontracting Plan, the communications and questions are NOT considered a part of "Discussions," as defined in FAR 15.306, Exchanges with Offerors After Receipt of Proposals. Failure to submit and resolve differences between the Offeror's proposed Small Business Participation Commitment Document and the Offeror's Small Business Subcontracting Plan will result in the Offeror's proposal to be determined non-compliant and ineligible for award. Once determined "acceptable," the awardee's Small Business Subcontracting Plan will be incorporated and made a material part of the resultant contract award.

#### CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-22	Alternative Line Item Proposal	JAN 2017
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2017

#### CLAUSES INCORPORATED BY FULL TEXT

##### 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 the Contracting Officer at:

12211 Science Drive  
Orlando, FL 32826

In accordance with AFARS 5133.103(d)(4)(i), protests requesting an independent review at a level above the Contracting Officer will be handled by HQ AMC. Protests to HQ AMC shall be filed at:

Headquarters U.S. Army Materiel Command Office of Command Counsel-Deputy Command Counsel  
4400 Martin Road  
Rm: A6SE040.001  
Redstone Arsenal, AL 35898-5000  
Fax: (256) 450-8840 or e-mail: usarmy.redstone.usamc.mbx.protests@mail.mil

(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)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

(b) The use in this solicitation of any \_\_\_\_\_ (48 CFR Chapter \_\_\_\_\_) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

## Section M - Evaluation Factors for Award

### EVALUATION CRITERIA

#### **M. EVALUATION FACTORS FOR AWARD (SECTION M)**

##### **M.1 GENERAL**

M.1.1. Federal Acquisition Regulation (FAR) Part 15 procedures. The Government intends to make a source selection based on a competitive acquisition for the single source Requirements contract, utilizing the Best Value Subjective Tradeoff (BVSTO) Process in accordance with Department of Defense (DOD) Source Selection Procedures and Defense Federal Acquisition Regulation Supplement (DFARS) Subpart 215.3 – Source Selections. Award may be made to other than the lowest priced Offeror or other than the highest technically rated Offeror. The Government intends to award one contract to the responsible Offeror whose proposal represents the overall best value after evaluation IAW the solicitation.

M.1.2. The Government intends to evaluate proposals and award a contract without discussions; thus, the Offeror's initial proposal should contain the Offeror's best terms, conditions, and prices. However, the Government reserves the right to enter into discussions at the sole discretion of the Procuring Contracting Officer (PCO). If discussions are to be conducted, a competitive range will be established and be comprised of only the most highly rated proposals, based upon the ratings of each proposal against all evaluation factors and subfactors of this solicitation. The decision to establish a competitive range will be made at the sole discretion of the PCO. If the PCO 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 PCO 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.

M.1.3. Best value means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement (See FAR 2.101). Subjective judgment against Section M criteria is implicit in the evaluation process. Accordingly, the Government will evaluate each Offeror's proposal consistently and IAW the solicitation's evaluation criteria. After the Government's initial evaluation, however, the Government may: (1) further consider only the Offeror or Offerors who are most likely to provide the best value in a revised proposal to participate in discussions and/or provide additional information, to include revised proposals; (2) award to one Offeror based on the initial offers received; or (3) not award to any Offeror depending on the quality of the proposal(s) submitted and/or the availability of funds. Thus, the Offeror's initial proposal material should contain the Offeror's best terms, conditions, and prices.

M.1.4. If an OCI plan is submitted by an Offeror, in accordance with Section C.3., then exchanges with the Offeror regarding the Offeror's plan to mitigate identified conflicts of interest do not constitute discussions.

M.1.5. The Government intends to award one contract to the responsible Offeror whose proposal represents, after evaluation, the best value IAW the solicitation.

M.1.6. All proposals shall be subject to evaluation by the Source Selection Evaluation Board (SSEB).

M.1.6.a. The overarching evaluation approach for all factors and subfactors is as follows:

M.1.6.a.(i). Adequacy of Response. The proposal will be evaluated to determine whether the offeror's methods and approach have adequately and completely considered, defined, and satisfied the requirements specified in the solicitation (referred to as Request for Proposal (RFP)). The proposal will be evaluated IAW criteria stated within this solicitation to determine the extent to which each requirement has been addressed in the proposal in accordance with the proposal submission section of the RFP.

M.1.6.a.(ii). Feasibility of Approach. The proposal will be evaluated to determine the extent to which the proposed approach is workable and the end results achievable. The proposal will be evaluated to determine the extent to which successful performance is contingent upon proven devices and techniques. The proposal will be evaluated to

determine the extent to which the offeror is expected to be able to successfully complete the proposed tasks and technical requirements within the required schedule.

## M.2 BASIS FOR AWARD

M.2.1. The award will be made based on the best overall (i.e., best value) proposal using the BVSTO Process (See FAR Part 15.101-1 for Best Value Decision, Department of Defense (DOD) Source Selection Guide, the Army Source Selection Supplement (AS3), and applicable local guidance) that is determined to be the most beneficial to the Government. The rationale for the subjective tradeoffs will be documented IAW FAR Subpart 15.406. Appropriate consideration will be given to the four (4) evaluation factors: Technical, Program Management, Small Business Participation and Price.

### M.2.2. Evaluation Factors.

#### Factor 1 – Technical

Subfactor 1.1 – Simulation Training Capability

Subfactor 1.2 – Training Facilities

Subfactor 1.3 – Simulator Availability to Support Student Training Loads

#### Factor 2 – Program Management

Subfactor 2.1 – Program Management Plan

Subfactor 2.2 – Scheduling of Student Training

Subfactor 2.3 – Security and Safety

#### Factor 3 – Small Business Participation

#### Factor 4 – Price

M.2.3 Relative Order of Importance: Factor 1 - Technical is more important than Factor 2 – Program Management. Factor 2 – Program Management is more important than Factor 3 – Small Business Participation. Factor 3 – Small Business Participation is more important than Factor 4 - Price. The subfactors within Factor 1 –Technical and Factor 2 – Program Management are all of equal importance. **NOTE: ALL NON-PRICED FACTORS WHEN COMBINED ARE SIGNIFICANTLY MORE IMPORTANT THAN PRICE.**

To be eligible to receive consideration for award, a rating of no less than “Acceptable” must be achieved for the Technical and Program Management Factors and each of the Subfactors. An evaluation rating of “Unacceptable” or “Marginal” for any subfactor within the Technical or Program Management Factors will cause the entire factor to be evaluated as “Unacceptable” or “Marginal.” Offerors are cautioned that the award may not necessarily be made to the lowest cost Offeror or the highest technically rated Offeror.

Offerors are cautioned that while the Government will not evaluate every PWS requirement for the purposes of the source selection evaluation, the awardee Contractor will be required to comply with all the PWS requirements during task performance. An Offeror's proposal will be determined to be non-compliant, and therefore, ineligible for award if the proposal indicates that: it cannot or will not meet all the requirements; provides an approach that clearly does not meet any of the requirements; or, includes data which prompts the Government to question the Offeror's compliance with any of the requirements.

M.2.4. If an authorized official does not sign and certify the solicitation in accordance with Section L.3.7, the proposal will be non-compliant and, therefore, ineligible for award.

M.2.5. Completeness: The Government will evaluate the Offeror's proposal for completeness. In order for a proposal to be complete, it must comply with all requirements of the solicitation and any attachments and exhibits. An Offeror's proposal will be determined to be non-compliant, and therefore, ineligible for award if the proposal

indicates it cannot or will not meet ANY of the PWS requirements; provides an approach that clearly does not meet ANY of the PWS requirements; or, includes data, which prompts the Government to question the Offeror's compliance with ANY of the PWS requirements. Additionally, the Offeror shall complete the Cost/Price Volume and provide all requested information as well or the Offeror will be determined to be non-compliant, and therefore, ineligible for award.

### **M.3. FACTORS AND SUB-FACTORS TO BE EVALUATED**

M.3.1. Technical and Program Management Factors will be rated using an adjectival rating scheme as described below in the “COMBINED TECHNICAL AND RISK RATINGS” table. Price will be evaluated, but the factor will not receive an adjectival rating. Small Business Participation will be evaluated using Small Business Participation Factor Rating.

M.3.2. The Government will use combined technical and risk ratings. The technical rating evaluates the quality of the offeror's technical solution for meeting the Government's requirement. The risk rating considers the risk associated with the technical approach to meeting the requirement.

#### **M.3.3. Volume I - Factor 1: Technical.**

The Government will evaluate the Offeror's proposed approach and understanding of technical requirements in the PWS. Relevant PWS sections are provided under each subfactor, however these are not intended to limit the scope of a particular subfactor. All referenced PWS sections are inclusive of subparagraphs and sections (e.g. a reference to paragraph 3.1 implicitly includes all 3.1.x and other nested paragraphs). The Government will assign a separate adjectival and risk rating in the evaluation of Factor 1 and applicable subfactors. The Technical Factor 1 will be a roll-up of their respective Subfactors. The Technical Factor 1 is divided into the following subfactors:

##### **M.3.3.a. Factor 1 – Subfactor 1, Simulation Training Capability.**

The Government will evaluate the Offeror's approach to meeting the simulation training capability of the PWS by describing their training system solution(s) used to develop, integrate, test, produce, install, manage, operate, and maintain a simulation training capability that meets the FSTSS Simulation requirements as defined in the PWS. The Government will evaluate the Offeror's plan to meet Services Accreditation to achieve RFT on 01 April 2023, and the plan to meet the Offeror's proposed timeline for Services Accreditation and declaration of RFT for the AH-64E requirements. Relevant PWS paragraphs include: 1.3., 2.1., 2.2., 2.3., 2.4., 3.3., 3.7., 3.8., 3.9., 3.10., 3.11., 3.15.

##### **M.3.3.b. Factor 1 – Subfactor 2, Training Facilities.**

The Government will evaluate the adequacy and feasibility of the Offeror's approach in meeting the PWS requirements listed below. In addition, the Government will evaluate the Offeror's approach to using existing Fort Rucker on-post facilities and proposed off-post facilities. The Government will evaluate the Offeror's transportation plan to and from any off-post facilities. The Government will evaluate the Offeror's telephone service, internet service, NIPR support, and LAN and WAN connection plans for the capability to support classified and unclassified operations, training, and device interoperability. The Government will assess the Offeror's plan to support and expand, as necessary, the existing USAACE networks to fully support all FSTSS networking requirements. Relevant PWS paragraphs include: 2.1.1., 4., 5.

##### **M.3.3.c. Factor 1 – Subfactor 3, Simulator Availability to Support Student Training Loads.**

The Government will evaluate the adequacy and feasibility of the Offeror's approach related to meeting the PWS requirements listed below. In addition, the Government will evaluate the Offeror's effectiveness in supporting student training loads using the identified proposed quantities of each VS and AAVS simulator. The Government will assess the Offeror's capability to accommodate normal and/or increased student loads (10% surge if necessary), based on mobilization or other training requirements. The Government will evaluate how training surge and device availability have been factored into the device quantity. The Government will evaluate how the Offeror will meet device requirements for functionality and fidelity; the visual system; command, control, communications,

computers, intelligence, cyber, surveillance, and reconnaissance (C5ISR); Distributed Interactive Simulation (DIS), and High Level Architecture (HLA) compliance; networkability; concurrency; technology upgrades; terrain data bases; RFT accreditation; and configuration management. Relevant PWS paragraphs include: 3.8.1., 3.8.2., 3.9.1., 3.10.2., 3.12., 3.13., 3.14., 3.15, 3.17.

#### **M.3.4. Volume II - Factor 2: Program Management.**

The Government will evaluate the Offeror's proposed approach and understanding of program management requirements in the PWS. Relevant PWS sections are provided under each subfactor, however these are not intended to limit the scope of a particular subfactor. All referenced PWS sections are inclusive of subparagraphs and sections (e.g. a reference to paragraph 3.1 implicitly includes all 3.1.x and other nested paragraphs). The Government will assign an adjectival rating in the evaluation of Factor 2 and applicable subfactors. The Program Management Factor 2 will be a roll-up of their respective Subfactors. The Program Management Factor 2 is divided into the following subfactors:

##### **M.3.4.a. Factor 2 – Subfactor 1, Program Management Plan.**

The Government will evaluate the adequacy and feasibility of the Offeror's approach related to meeting the PWS requirements listed below. In addition, the Government will evaluate the effectiveness of the Offeror's PMP to include the Integrated Master Schedule (IMS) and the Integrated Master Plan (IMP) to include schedule and performance information throughout the life cycle of the program. The Government will evaluate the PMP, IMS charts, equipment/ facilities charts, and detailed organization data to include program organization charts & program/ functional organization relationship charts. The evaluation will be based on the Offeror's proposed events planned in the IMP to support successful completion of the activities as detailed in the submitted IMS to meet program requirements for the services start date. Relevant PWS paragraphs include: 1.3., 3.3., 3.5.

##### **M.3.4.b. Factor 2 – Subfactor 2, Scheduling of Student Training.**

The Government will evaluate the adequacy and feasibility of the Offeror's approach related to meeting the PWS requirements listed below. In addition, the Government will evaluate the effectiveness of the Offeror's Student Training Scheduling Plan to support requesting organizations on Fort Rucker, including NG and Reserve units. The Government will assess the Offeror's proposed solution to support manual and automated requests. The Government will evaluate the Offeror's plan to manage assets during scheduling conflicts and maintenance issues and the Offeror's plan to schedule and prioritize any make-up training time missed by the student due to schedule conflicts and unscheduled maintenance. Relevant PWS paragraphs include: 3.6

##### **M.3.4.c. Factor 2 – Subfactor 3, Security and Safety.**

The Government will evaluate the adequacy and feasibility of the Offeror's approach related to meeting the PWS requirements listed below. The Government will evaluate the Offeror's documentation verifying the capability of the Offeror to receive accreditation for a Secret security clearance prior to the declarations of RFT. The Government will evaluate the Offeror's plan to maintain the accreditation at the Secret level for the life cycle of the program. The Government will review and assess the Offeror's reaccreditation plan should any security inspection result in the loss of the Offeror's security clearance. The Government will evaluate the Offeror's physical security program and assess the credentials of the Offeror's Facility Security Officer (FSO). Relevant PWS paragraphs include: 6.8.

#### **M.3.5. Methodology**

The Government will use combined technical and risk ratings. The technical rating evaluates the quality of the Offeror's technical solution for meeting the Government's requirement. The risk rating considers the risk associated with the technical approach to meeting the requirement and the Government shall utilize the ratings listed below.

**Methodology**

Color Rating	Adjectival Rating	Description
Blue	Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.
Purple	Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.
Green	Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
Yellow	Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
Red	Unacceptable	Proposal does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable.

**Definitions.**

Note: These definitions are also applicable to the Small Business Participation Ratings methodology in Section M.3.6.7.

**Significant Strength:** An aspect of an Offeror's proposal that has appreciable merit or appreciably exceeds specified performance or capability requirements in a way that will be appreciably advantageous to the Government during contract performance.

**Strength:** An aspect of an Offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.

**Weakness:** A flaw in the proposal that increases the risk of unsuccessful contract performance.

**Significant Weakness:** A flaw in the proposal that appreciably increases the risk of unsuccessful contract performance.

**Deficiency:** A material failure of a proposal to meet a Government requirement or a combination significant weaknesses in a proposal that increase the risk of unsuccessful contract performance to an unacceptable level.

**M.3.6. Volume III - Factor 3: Small Business Participation**

All Offerors (both large and small businesses) will be evaluated for whether the Offeror meets or exceeds the Small Business Participation requirement of no less than 13% of the Total Contract Value (cumulative of all task orders) in



each 12-month period during the BASE PERIOD, and each of the OPTION PERIODS, with representation from small business, small disadvantaged business (SDB), veteran-owned small business (VOSB), service-disabled veteran-owned small business (SDVOSB), woman-owned small business (WOSB), or Historically Underutilized Business Zone small business (HUBZone). Proposals not meeting the Small Business Participation requirement of no less than 13% may be considered ineligible for award.

#### **M.3.6.1. Small Business Participation Commitment Document**

The Government will verify the total value in the Small Business Participation Commitment Document is consistent with the Total Contract Value, as stated in Section B. Proposals that are not consistent between the Small Business Participation Commitment Document and the Total Contract Value, may be considered “unacceptable,” and therefore rejected; the Contracting Officer will notify an Offeror if the proposal is rejected in accordance with FAR 15.503(a)(1).

#### **M.3.6.2. Complexity and Variety of Small Business Work**

The complexity and variety of the subcontracted work assigned to small business firms, as defined by FAR Part 19; increased complexity and variety that supports the growth of the small business capabilities will be rated more favorably and weighted more heavily than lower complexity or variety approaches.

#### **M.3.6.3. Role of Small Business Firms and Processes**

The detail of the process for identifying, competing, and selecting small business firms, as defined in FAR Part 19, for subcontracted work, in order to meet or exceed the Small Business Participation requirements. Detailed processes focused on increasing Small Business Participation will be weighted more heavily than generic or non-existent ones.

#### **M.3.6.4. Commitments to Use Small Business Firms**

The inclusion of documentation regarding individual and enforceable commitments (i.e. signed letter of intent or teaming agreement signed by both parties) to utilize small business firms, as defined in FAR Part 19, for subcontracted work, in order to meet or exceed the Small Business Participation requirements. For evaluation purposes, an unsigned letter of intent or teaming agreement shall be treated as non-enforceable/non-binding documentation.

#### **M.3.6.5. Compliance with FAR 52.219-8 Requirements**

For all Offerors (both large and small businesses), the Government will evaluate compliance with FAR clause 52.219-8, entitled “Utilization of Small Business Concerns,” for the past three (3) calendar years, from the release date of this solicitation, under no more than five (5) separate relevant Federal Government contracts. If an Offeror states in their proposal that they have no prior performance supporting contracts with FAR 52.219-8 requirements, the Offeror will not be evaluated favorably or unfavorably.

#### **M.3.6.6. Compliance with FAR 52.219-9 Requirements**

For large business Offerors, the Government will evaluate compliance with the requirements of FAR clause 52.219-9, entitled “Small Business Subcontracting Plan,” for the past three (3) calendar years, from the release date of this solicitation, under no more than five (5) separate relevant Federal Government contracts. If an Offeror states in their proposal that they have no prior performance supporting contracts with FAR 52.219-9 requirements, the Offeror will not be evaluated favorably or unfavorably.

#### **M.3.6.7. SMALL BUSINESS PARTICIPATION RATINGS**

Ratings described below shall be used for the Small Business Participation evaluation and an “Adjectival” rating will be assigned to each Offeror.

### Small Business Participation Ratings

Color Rating	Rating	Description
Blue	Outstanding	Proposal indicates an exceptional approach and understanding of the small business objectives.
Purple	Good	Proposal indicates a thorough approach and understanding of the small business objectives.
Green	Acceptable	Proposal indicates an adequate approach and understanding of the small business objectives.
Yellow	Marginal	Proposal does not demonstrate an adequate approach and understanding of the small business objectives.
Red	Unacceptable	Proposal does not meet small business objectives.

#### **M.4. Volume IV - Factor 4: PRICE.**

Proposals shall be evaluated in accordance with FAR 15.404, Proposal Analysis Techniques. The criteria used for evaluation are (1) completeness, (2) total evaluated price (3) price fairness and reasonableness, (4) unbalanced pricing, and (5) responsibility determination. There will be NO price realism evaluation.

M.4.1. Completeness – The Government will review the pricing submissions for completeness and compliance with Section L of the RFP. Incomplete price submissions will NOT be evaluated and the proposal may be eliminated from the competition.

M.4.2. Total Evaluated Price (TEP) Calculation - The total evaluated price will be calculated using the Price Workbook. The TEP is the sum of all base CLINs and option CLINs identified in Attachment J13, Price Workbook, along with a calculated value to represent the possible need to extend the final task order (last option year) for a 6-month period, pursuant to FAR clause 52.217-8. The representational value used for the evaluation of the costs of FAR clause 52.217-8 shall be ½ of the price of last Option Year. Offerors are advised that the evaluation of options shall not obligate the Government to exercise such options.

M.4.3. Price Reasonableness – The TEP will be evaluated using the price proposal analysis techniques identified in FAR 15.404-1. Although adequate price competition is expected in response to this solicitation any appropriate technique(s) may be utilized to determine whether the offered price is fair and reasonable.

M.4.4. Unbalanced Pricing - The Government will evaluate the Price Volume for the presence of unbalanced pricing. An offer may be rejected if the Procuring Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

M.4.5. Responsibility Determination - The Government may use information included in the price proposal as well as information other than that provided by the Offeror in its evaluation. Sources of information may include DCAA, DCMA, or various Government databases, in addition to other means. The extent to which the Government uses the financial information in the evaluation of contractor responsibility is at the sole discretion of the Contracting Officer.

\*\*\*\*\*END OF NARRATIVE\*\*\*\*\*