

SOLICITATION, OFFER, AND AWARD

1. This Contract is a Rated Order under the Defense Priorities and Allocations System (DPAS) - Code of Federal Regulations - at 15 CFR 700.

RATING

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2. CONTRACT NUMBER	3. SOLICITATION NUMBER W911SR25RA0020001	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) INVITATION FOR BID <input checked="" type="checkbox"/> NEGOTIATED (RFP) REQUEST FOR PROPOSAL	5. DATE ISSUED 11 JUN 2025	6. REQUISITION/PURCHASE NUMBER
7. ISSUED BY W6QK ACC-APG EDGEWOOD CONTRACTING DIV KO, 8456 BRIGADE STREET ABERDEEN PROVING GROU, MD 21010-5424 UNITED STATES SAMMY SOLO, EMAIL: SAMMY.B.SOLO.CIV@ARMY.MIL TELEPHONE: 520-671-1747	CODE W911SR	8. ADDRESS OFFER TO (If other than item 7)		

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

9. Sealed offers in original and _____ copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in _____ until 05:00 PM local time 11 JUL 2025
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision Number 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 SAMMY SOLO	B. TELEPHONE (NO COLLECT CALLS)		C. EMAIL ADDRESS SAMMY.B.SOLO.CIV@ARMY.MIL
	AREA CODE 520	NUMBER 671-1747	EXTENSION	

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(X)	SECTION	DESCRIPTION	PAGE(S)	(X)	SECTION	DESCRIPTION	PAGE(S)
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	B	SUPPLIES OR SERVICES AND PRICES/COSTS				PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS	
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OFFER (Must be fully completed by offeror)**NOTE:** Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 90 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 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 Number 52.232-8)	<input checked="" type="checkbox"/> 10 CALENDAR DAYS (%)	<input type="checkbox"/> 20 CALENDAR DAYS (%)	<input type="checkbox"/> 30 CALENDAR DAYS (%)	CALENDAR DAYS (%) NET 30
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NUMBER	DATE	AMENDMENT NUMBER	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXTENSION		

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION UNDER THE UNITED STATES CODE AT: <input type="checkbox"/> 10 U.S.C. 3204(a) <input type="checkbox"/> 41 U.S.C. 3304(a) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7)	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)	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.AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable**STANDARD FORM 33 (REV. 12/2022)**
Prescribed by GSA - FAR (48 CFR) 53.214 (c)

Section A - Solicitation/Contract Form

Program and Staff Services (PASS)

Product Service Code: R408

A.1. The Government anticipates this solicitation will result in the single-award Indefinite Delivery/Indefinite Quantity (IDIQ) for the requirements listed within this solicitation. This will be a 100% Total Small Business Set-Aside. The Government will make an award using Best Value -Trade Offs per FAR 15.101-1, specifically described as "Subjective Tradeoff" in the DoD Source Selection Guide.

A.2. It is anticipated that the IDIQ contract resulting from this solicitation will have a 60-month ordering period. The period of performance (PoP) will be specified in each issued Task Order. No task orders will extend past six months after the end of the ordering period. Upon execution of this contract, one executable Task Order will be issued under this IDIQ contract. This contract will include both Firm Fixed Price (FFP) and Cost-Plus Fixed Fee (CPFF) Task Order.

A.3. The anticipated total ceiling value for this IDIQ requirement is \$79,192,057.00. This encompasses all task orders issued under the IDIQ, as well as any task order modifications issued thereafter that affect the total price of the order. The guaranteed minimum award under this IDIQ contract is \$2,500.00.

A.4. All proposals from responsible sources will be fully considered. Offerors that are not registered in the System for Award Management (SAM) database at the time of proposal submission will not be considered. Offerors may register with SAM online at www.sam.gov.

A.5. Offerors must be a certified small business under NAICS 541611 / Size Standard \$24.5M at time of initial offer to be eligible for award.

A.6. All proposals must be signed, dated, and submitted to both Government Point of Contact email addresses listed below no later than **5:00 p.m. EDT on 11 July 2025**, per instructions listed in Section L of this solicitation.

A.7. Any attachments, exhibits, or other supplemental information will be uploaded to SAM.gov. It is the responsibility of any interested party to maintain access to this site and monitor it regularly for any updates to this announcement.

A.8. Offeror's proposed fee shall not exceed 5%. If not followed, proposal will be deemed UNACCEPTABLE.

A.9 Offerors shall be given the opportunity to ask questions. **Offerors shall read the ENTIRE solicitation before submitting questions. A Questions and Answers (Q&A) was posted with the PASS Draft Solicitation in November 2024. Offerors shall read the previously posted Q&A before submitting questions. Any duplicate or similar questions to those posted on the Q&A from November 2024 will not be answered.**

The previous Q&A from the PASS Draft Solicitation is located in Section J - List of Attachments.

Questions regarding this solicitation shall be submitted to both Government Point of Contacts by 5:00 p.m., Eastern Daylight Time (EDT) on 17 June 2025. Question should be submitted using the attached Excel spreadsheet labeled "Solicitation Questions Template." Telephonic inquiries will not receive a response.

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies/Service	Estimated Quantity	Unit	Unit Price	Amount
0001	<p>PASS Services/Tasks CPFF</p> <p>The Contractor, as an independent contractor, and not as an agent for the Government, shall provide all labor, materials, and equipment (except those specifically designated as Government-Furnished) to complete performance as detailed in the Performance Work Statement (PWS). The ordering period for this CLIN is 60 months from the date of contract award.</p> <p>Product Service Code: R408 Pricing Arrangement: Cost Plus Fixed Fee</p>	1	Job		
0002	<p>PASS Services/Tasks FFP</p> <p>The Contractor, as an independent contractor, and not as an agent for the Government, shall provide all labor, materials, and equipment (except those specifically designated as Government-Furnished) to complete performance as detailed in the Performance Work Statement (PWS). The ordering period for this CLIN is 60 months from the date of contract award.</p> <p>Product Service Code: R408 Pricing Arrangement: Firm Fixed Price</p>	1	Job		
0003	<p>Travel, Materials and Other Direct Costs (ODCs)</p> <p>Travel, Materials and ODCs and their resulting indirect expenses will be on a cost-reimbursement basis and are non-fee bearing.</p> <p>Product Service Code: R408 Pricing Arrangement: Cost No Fee</p>	1	Job		
0004	<p>Contractor Acquired Property (CAP)</p> <p>This CLIN is created for reporting purposes only. Contractor Acquired Property (CAP) is anticipated and will be evaluated/determined at the Task Order level. All CAP meeting the Item Unique Identification and</p>	1	Job		

	<p>Valuation (IUID) criteria IAW DFARS 211.274-2, will be marked and reported in the appropriately upon delivery pursuant to DFARS 252.211-7003.</p> <p>Product Service Code: R408 Pricing Arrangement: Cost No Fee</p>				
0005	<p>Contract Data Requirements Lists (CDRL)</p> <p>The Contractor shall prepare and deliver Contract Data Requirements Lists (CDRLs) as set forth in the Performance Work Statement (PWS) and associated CDRLs, DD Form 1423, found in Section J.</p> <p>Product Service Code: R408 Pricing Arrangement: Firm Fixed Price</p>	1	Job		
0006	<p>Service Contract Reporting (SCR)</p> <p>The Contractor shall complete Service Contract Reporting (SCR) requirements in the System for Award Management (SAM).</p> <p>Product Service Code: R408 Pricing Arrangement: Firm Fixed Price</p>	1	Job		

Section C - Description/Specifications/Statement of Work

Requirements

See attached Performance Work Statement (PWS) in Section J for details.

Section E - Inspection and Acceptance

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.246-4	Inspection of Services-Fixed-Price.	Aug 1996		
52.246-5	Inspection of Services-Cost-Reimbursement.	Apr 1984		
Overall Contract Inspection/Acceptance Locations				

0001	Inspection and Acceptance Location Both Destination Instructions: See Performance Work Statement (PWS) DoDAAC: W91B94 CountryCode: USA W6JR CCDC CHEM BIO CENTER 8500 OTTO RD, BLDG E4301 GUNPOWDER, MD 21010-0000 UNITED STATES
0002	Inspection and Acceptance Location Both Destination Instructions: See Performance Work Statement (PWS). DoDAAC: W91B94 CountryCode: USA W6JR CCDC CHEM BIO CENTER 8500 OTTO RD, BLDG E4301 GUNPOWDER, MD 21010-0000 UNITED STATES
0003	Inspection and Acceptance Location Both Destination Instructions: See Performance Work Statement (PWS). DoDAAC: W91B94 CountryCode: USA W6JR CCDC CHEM BIO CENTER 8500 OTTO RD, BLDG E4301 GUNPOWDER, MD 21010-0000 UNITED STATES
0004	Inspection and Acceptance Location Both Destination Instructions: See Performance Work Statement (PWS). DoDAAC: W91B94 CountryCode: USA W6JR CCDC CHEM BIO CENTER

	8500 OTTO RD, BLDG E4301 GUNPOWDER, MD 21010-0000 UNITED STATES
0005	Inspection and Acceptance Location Both Destination Instructions: See Performance Work Statement (PWS). DoDAAC: W91B94 CountryCode: USA W6JR CCDC CHEM BIO CENTER 8500 OTTO RD, BLDG E4301 GUNPOWDER, MD 21010-0000 UNITED STATES
0006	Inspection and Acceptance Location Both Destination Instructions: See Performance Work Statement (PWS). DoDAAC: W91B94 CountryCode: USA W6JR CCDC CHEM BIO CENTER 8500 OTTO RD, BLDG E4301 GUNPOWDER, MD 21010-0000 UNITED STATES

Section F - Deliveries or Performance

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.242-15	Stop-Work Order.	Aug 1989		
52.242-15	Stop-Work Order. (Alternate I)	Aug 1989	Alternate I	Apr 1984

Section G - Contract Administration Data

INVOICING FOR RATES THAT DEVIATE FROM PROPOSED RATES (26 FEB 2025):

G.1.1 If in any performance period, the Contractor is projecting a cost overrun in excess of 10% of the proposed estimated cost for a particular labor rate for that period, which is determined to not be a result of Government direction and not attributable to Forward Pricing Rate Agreement (FPRA) changes, the projected cost overrun may trigger a Show Cause or Termination for Default subject to the Contracting Officer's discretion. Note: Contractors proposing at current FPRA rates and invoicing at current Provisional Billing rates will not trigger a Show Cause or Termination for Default.

G.1.2 If in performance of the Task Order (TO), the Contractor incurs a cost overrun for a particular labor rate of greater than 5% and less than 10% during that Contract Performance Assessment Reporting System- CPARS evaluation period, which is determined not to be a result of Government direction or Contractor Provisional Billing rates, the Contractor may receive a Marginal rating for that period's CPARS cost element.

G.1.3 If in performance of the TO, the Contractor incurs a cost overrun greater than 10% during that CPARS evaluation period, which is determined not to be a result of Government direction or Contractor Provisional Billing rates, the Contractor may receive an Unsatisfactory rating for that period's CPARS cost element.

G.1.4 In regards to cost overruns and estimated costs mentioned in paragraphs 1.1 through 1.3, the Government will compare actual cost of work performed to estimated cost at the end of each contract period. Contractors are cautioned that costs should be directly proportional to hours expended, and if in excess, may be considered a cost overrun by the Government.

G.1.5 Adjustment of Baseline Rates. In the event of significant market condition changes or other unforeseen circumstances that materially impact the Contractor's ability to perform at the proposed rates, the Contractor and the Contracting Officer may mutually agree to establish a revised rate or rates as the new baseline. Such agreements/adjustments must be documented and will supersede the previously proposed rates for the applicable performance period. The Contractor must provide sufficient justification to support the revised rates. This adjustment mechanism shall not apply to cost overruns caused by the Contractor's mismanagement, inefficiency, or other factors attributable to the Contractor's performance.

TASK ORDER LABOR COST PLUS FIXED FEE CALCULATION . Total Estimated Cost per Hour and Fixed Fee per Hour proposed for this Solicitation shall be binding during duration of the contract.

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	Dec 1991		
252.204-7006	Billing Instructions-Cost Vouchers	May 2023		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018		

DFARS Clauses Incorporated by Full Text

252.232-7006 Wide Area WorkFlow Payment Instructions. (Jan 2023)

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

TO BE FILLED IN AT CONTRACT AWARD

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

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

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

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

"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.* The WAWF system 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 access.* To access WAWF, the Contractor shall-

- (1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and
- (2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

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

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

(f) *WAWF payment instructions.* The Contractor 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.

(ii) For fixed price line items-

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

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(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.

(Contracting Officer: Insert either "Invoice 2in1" or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

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

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

(v) For commercial financing, submit a commercial financing request.

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

[Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]

(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	
Issue By DoDAAC	

Admin DoDAAC	
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(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.

(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.

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

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

(End of clause)

Section H - Special Contract Requirements

H.1 Worldwide Web Restrictions.

H.1.1 The Contractor shall obtain the Contracting Officer's permission before posting any information to the Internet (worldwide web). The Contractor shall not violate any data or technology export control acts or statutes if information is posted to the Internet after receipt of the Government approval to post.

H.2 Release of Information.

H.2.1 The Contractor shall receive the Procuring Contracting Officer's approval before making a public release of any information, which includes but is not limited to the following: data, documentation, webpages, manuals, press releases, announcements, software, shareware, or test reports. The Contractor shall require all subcontractors to meet the same criteria regarding release of information.

H.3 Government - Contractor Relationships.

H.3.1 The Government and contractor understand and agree that the support services to be delivered under this contract by the Contractor are non-personal services and the parties recognize and agree that no employer-employee relationships exist or will exist under the contract between the Government and the Contractor and between the Government and the Contractor employees. It is, therefore, in the best interest of the Government to afford the parties a full and complete understanding of their respective obligations.

H.3.1.1 Additional Limitations.

H.3.1.1.1 Contractor personnel under this contract shall not be placed in a position where they are appointed or employed by a Federal Officer, or are under the supervision, direction, or evaluation of a Federal Officer, military or civilian.

H.3.1.1.2. Contractor personnel under this contract shall not be placed in a staff or policy-making position.

H.3.1.1.3 Contractor personnel under this contract shall not be placed in a position of command, supervision, direction, or evaluation over DA military or civilian personnel, or personnel of other contractors or become part of a Government organization.

H.3.2.1 Employee Relationship.

H.3.2.1.1 The services to be performed under this contract do not require the Contractor or its employees to exercise personal judgment and discretion on behalf of the Government, but rather the Contractor's employees will act and exercise personal judgment and discretion on behalf of the Contractor.

H.3.2.1.2 Rules, regulations, directions, and requirements which are issued by command authorities under their responsibility for good order, administration, and security are applicable to all personnel who enter a Government installation. This is not to be construed or interpreted to establish any degree of Government control which is inconsistent with a non-personal services contract.

H.3.2.1.3 The Contractor will not be paid for performance of personal services. Therefore, in the event the Contractor (or its employee) is directed by any Government employee to perform tasks that the Contractor believes are personal services, the Contractor should take no action until it has contacted the Procuring Contracting Officer to determine the appropriate course of action.

H.4 Security.

H.4.1 Contractor personnel performing work under this contract must have a minimum of a SECRET security clearance... The security requirements are IAW the attached Contract Security Classification, DD Form 254.

H.4.2 In accordance with the Arms Export Control Act (Title 22, USC (Sec 275)), the International Traffic in Arms Regulation (ITAR), and/or Department of Defense (DoD) Directive 5230.25, foreign nationals shall not work on this contract without the express permission of the Contracting Officer. If requesting approval, the Contractor shall provide: the full name; date of birth; place of birth; citizenship; registration number; type of visa; clear copy of picture identification of visa, green card, or permanent resident card; port of entry; title of position to be filled; abbreviated curriculum vitae; and justification for employment to the Contract Specialist. These items will be reviewed by the Security Office with subsequent approval by the Contracting Officer. Previously approved foreign nationals must be reapproved if the nature of their work under this contract differs from that performed under the prior year's contract.

H.4.2.1 If the Contractor believes this effort is strictly for fundamental research, the Contractor shall request a waiver from this requirement from the Contracting Officer.

H.4.2.1.1 The Contractor shall ensure that foreign nationals approved for support of this effort will not have access to military technical or critical unclassified information. (The contractor shall conduct a search through the Defense Technical Information Center to determine whether information is designated as military technical or critical unclassified information. Additional information is available from the Military Critical Technologies List (<http://www.dtic.mil/mctl/>)).

H.4.3 Should the Government determine that the technology has developed to a point where the information warrants protection, a DD Form 254 and an approved classification guide will be issued.

H.4.4 The Contractor shall report a violation of administrative security procedures or export control regulations that would subject critical unclassified information to possible compromise by foreign visitors or foreign national employees shall immediately be reported to the cognizant facility security

office and Contracting Officer.

H.5 Authority to Change or Modify the Contract.

H.5.1 The Contractor is hereby notified that no Government personnel other than an authorized Contracting Officer can change or modify this contract or authorize any action that obligates the Government. If a Contracting Officer's Representative (COR) or Alternate COR (ACOR) is appointed for this contract, his/her authority is limited to the specific duties as set forth in the letter of appointment. The COR/ACOR is not authorized to make any commitments or changes that affect price.

H.5.2 If the Contractor accepts any such commitment from Government personnel other than an authorized Contracting Officer, it shall be at the Contractor's own risk and expense. The Contractor shall not be entitled to an equitable adjustment of the contract amount or delivery schedule unless changes or modifications are directed by an authorized Contracting Officer.

H.5.3 The Contractor shall be under no obligation to comply with any direction or change that will result in a contract modification unless it is issued by an authorized Contracting Officer. The Contractor shall direct any questions concerning the authority of Government personnel to the PCO.

H.6 Organizational Conflicts of Interest (OCIs)

H.6.1 An OCI can occur when: a contractor is unable, or potentially unable, to render impartial assistance or advice to the Government; a contractor's objectivity in performing the contract work is or might be otherwise impaired; or contractor has an unfair competitive advantage for a contract award. Additional information on the types of OCIs that can occur can be found in FAR Subpart 9.5.

H.6.2 In the event of nondisclosure or misrepresentation of any relevant facts, the Government reserves the right to terminate the offeror's contract(s) for default, disqualify the contractor and/or subcontractor(s) from future related contract efforts, and to pursue any other remedies as allowed by law.

H.6.3 Contractors shall not place themselves in a position where submitting a proposal or accepting a contract / TO award would result in an OCI.

H.7 Government-Furnished Property (GFP)

H.7.1 GFP will be provided to the Contractor by the Government to facilitate performance of the individual orders under this contract. Should such circumstances arise, GFP will be addressed in individual TOs.

H.8 Inherently Governmental Functions

H.8.1 As discussed in FAR Subpart 7.5, an "inherently Governmental function" is a function that is so intimately related to the public interest as to mandate performance by Government employees. These functions include those activities that require the exercise of discretion in applying Government authority or the making of value judgments in making decisions for the Government. Governmental functions normally fall into two categories: (1) the act of governing (i.e., the discretionary exercise of Government authority), and (2) monetary transactions and entitlements. Contractor personnel shall not perform inherently Government functions.

H.9 Personal Services

H.9.1 Personal services are characterized by the employer-employee relationship created between the Government and the Contractor's personnel. Obtaining personal services by contract rather than by direct hire circumvents the law unless Congress has specifically authorized acquisition of the services by contract. Agencies shall not award personal service contracts unless specifically authorized by statute, 5 U.S.C. 3109. Contractors shall not perform personal services.

H.9.2 An exception to the prohibition of personal services is health services allowed for by FAR Subpart 37.4.

H.10 Insurance Requirements

H.10.1 This IDIQ contract may include either fixed-price or cost-reimbursable task orders. Performance may or may not occur on a military installation, which may or may not be located within the continental United States. The following clauses have therefore been incorporated into this contract by reference: FAR 52.228-3, 52.228-5, and 52.228-7, each of which is applicable to the circumstances for which each is intended as set forth in the clause and related provisions of the FAR. Prime Contractors shall be required to either provide copies of insurance certificates or certify in writing that the required insurance has been obtained before commencing on site (i.e., on a Government site) work on any installation. If Contractor's certification is used in lieu of submission of insurance certificates to the Contracting Officer, prime Contractors shall obtain from the Contracting Officer a Certificate of Compliance with Insurance Requirements for completion. A copy of the Contractor's and all Sub-Contractors' proof of required insurance shall be maintained and shall be made available to the Contracting Officer upon request.

H.11 Service Contract Act (SCA) Compliance

H.11.1 The TOs procured under this contract are subject to the Service Contract Act (SCA), though the exact requirements and places of performance are unknown. The Offeror's labor categories may vary based upon Contractor employment policies and labor agreements. The Offeror/Contractor is responsible for determining the applicability of the Service Contract Act to the labor categories they identify to perform work under this contract. Consult the Department of Labor (DOL) website: <https://www.dol.gov> for specific location wage determinations as appropriate.

H.12 Contractor Identification Requirements and Performing Work on Government Premises.

H.12.1 Contractor personnel performing services on Department of Defense installations or other Government facilities shall ensure that they are readily identifiable as Contractor employees. The Contractor shall be required to contact the Government requiring activity to obtain the necessary base entry procedures.

H.12.2 Contractor employees without access to a Department of Defense or other Government Local Area Network (LAN) systems shall:

H.12.2.1 Identify themselves as Contractor personnel at the onset of every telephone call made from a Government telephone or any other phone if the call is made in support of any service provision to the Government;

H.12.2.2 Identify themselves as Contractor personnel in all recorded messages including those which are heard by callers attempting to contact Contractor employees via answering machines or voicemail;

H.12.2.3 Identify themselves as Contractor personnel at the onset of every meeting, conference, or any other gathering attended in support of any service provision to the Government;

H.12.2.4 Identify themselves as Contractor personnel on any correspondence, documents, or reports accomplished or sent in support of any service provision to the Government, including but not limited to, correspondence sent via the U.S. Mail, facsimile or electronic mail (e-mail) inclusive of "out-of-office" replies;

H.12.2.5 Wear or display Contractor-provided nametags, badges or attire which display, at a minimum, the name of the Contractor.

H.12.3 Any work under this contract which is performed by the Contractor or any of its Sub-Contractors on premises under Government control is subject to all requirements of this contract governing such work, and the following:

H.12.3.1 All Contractor and Subcontractor personnel shall, at all times, conspicuously display a distinctive badge provided by the Contractor, identifying such personnel as employees of the Contractor and shall observe and otherwise be subject to such security regulations as are in effect for the particular premises involved.

H.12.3.2 All Contractor and Subcontractor personnel shall be easily recognized by wearing Government provided security badges while working in a U.S. Government facility.

H.12.3.3 The Contractor shall designate, in writing, an on-the-premises representative to serve as point of contact for the Contractor to the Contracting Officer or their duly authorized representative.

H.12.3.4 All Contractor and Subcontractor employees shall dress appropriately for a professional work environment.

H.13 Other Considerations

H.13.1 Contractor Points of Contact. It is incumbent on the Contractor to provide the IDIQ Contracting Officer with two (2) Points of Contact (PoCs) who are empowered to correspond with the Government regarding contractual or business matters. The Contractor shall provide an email address and phone number for each PoC. The Contractor shall promptly notify the Contracting Officer of any changes or updates to its PoCs. Failure to maintain current PoCs may result in the Contractor failing to receive Government communications, including the issuance of Task Order Requests (TORs).

H.13.2 Task Order Contract Line Item Numbers (CLINs). Additional CLINs and/or subCLINs may be added to Task Orders at the Government's discretion if needed to meet Task Order requirements or separate certain requirements and funding sources.

H.13.3 Non-fee Bearing Cost Elements: Travel and Other Direct Costs (ODCs) shall be non-fee/profit-bearing in all TOs.

Section I - Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.202-1	Definitions.	Jun 2020		
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		
52.203-13	Contractor Code of Business Ethics and Conduct.	Nov 2021		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	Jan 2017		
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards.	Jun 2020		
52.204-13	System for Award Management Maintenance.	Oct 2018		
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts.	Oct 2016		
52.204-18	Commercial and Government Entity Code Maintenance.	Aug 2020		
52.204-19	Incorporation by Reference of Representations and Certifications.	Dec 2014		
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities.	Dec 2023		
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	Nov 2021		
52.204-27	Prohibition on a ByteDance Covered Application.	Jun 2023		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded	Jan 2025		
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		
52.210-1	Market Research.	Nov 2021		
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		
52.215-12	Subcontractor Certified Cost or Pricing Data.	Jun 2020		
52.215-15	Pension Adjustments and Asset Reversions.	Oct 2010		
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions.	Jul 2005		
52.215-19	Notification of Ownership Changes.	Oct 1997		
52.216-8	Fixed Fee.	Jun 2011		
52.216-11	Cost Contract-No Fee.	Apr 1984		
52.219-6	Notice of Total Small Business Set-Aside.	Nov 2020		
52.219-8	Utilization of Small Business Concerns.	Jan 2025		
52.222-3	Convict Labor.	Jun 2003		
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		
52.222-41	Service Contract Labor Standards.	Aug 2018		
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts).	Aug 2018		
52.222-50	Combating Trafficking in Persons.	Nov 2021		
52.222-54	Employment Eligibility Verification.	Jan 2025		
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026.	Jan 2022		
52.222-62	Paid Sick Leave Under Executive Order 13706.	Jan 2022		
52.223-5	Pollution Prevention and Right-to-Know Information.	May 2024		
52.223-23	Sustainable Products and Services.	May 2024		
52.224-3	Privacy Training.	Jan 2017		
52.224-3	Privacy Training. (Alternate I)	Jan 2017	Alternate I	Jan 2017
52.225-13	Restrictions on Certain Foreign Purchases.	Feb 2021		
52.226-7	Drug-Free Workplace.	May 2024		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024		
52.228-5	Insurance-Work on a Government Installation.	Jan 1997		
52.228-7	Insurance-Liability to Third Persons.	Mar 1996		
52.229-3	Federal, State, and Local Taxes.	Feb 2013		
52.229-12	Tax on Certain Foreign Procurements.	Feb 2021		
52.230-2	Cost Accounting Standards.	Jun 2020		
52.230-6	Administration of Cost Accounting Standards.	Jun 2010		
52.232-11	Extras.	Apr 1984		
52.232-17	Interest.	May 2014		
52.232-22	Limitation of Funds.	Apr 1984		

52.232-23	Assignment of Claims.	May 2014		
52.232-25	Prompt Payment. (Alternate I)	Jan 2017	Alternate I	Feb 2002
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Oct 2018		
52.232-39	Unenforceability of Unauthorized Obligations.	Jun 2013		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Mar 2023		
52.233-1	Disputes.	May 2014		
52.233-3	Protest after Award.	Aug 1996		
52.233-3	Protest after Award. (Alternate I)	Aug 1996	Alternate I	Jun 1985
52.233-4	Applicable Law for Breach of Contract Claim.	Oct 2004		
52.237-2	Protection of Government Buildings, Equipment, and Vegetation.	Apr 1984		
52.242-1	Notice of Intent to Disallow Costs.	Apr 1984		
52.242-3	Penalties for Unallowable Costs.	Dec 2022		
52.242-13	Bankruptcy.	Jul 1995		
52.243-1	Changes-Fixed-Price.	Aug 1987		
52.243-1	Changes-Fixed-Price. (Alternate I)	Aug 1987	Alternate I	Apr 1984
52.243-2	Changes-Cost-Reimbursement.	Aug 1987		
52.243-2	Changes-Cost-Reimbursement. (Alternate I)	Aug 1987	Alternate I	Apr 1984
52.244-6	Subcontracts for Commercial Products and Commercial Services.	Jan 2025		
52.245-1	Government Property.	Sep 2021		
52.245-9	Use and Charges.	Apr 2012		
52.246-25	Limitation of Liability-Services.	Feb 1997		
52.249-2	Termination for Convenience of the Government (Fixed-Price).	Apr 2012		
52.249-4	Termination for Convenience of the Government (Services) (Short Form).	Apr 1984		
52.249-6	Termination (Cost-Reimbursement).	May 2004		
52.249-8	Default (Fixed-Price Supply and Service).	Apr 1984		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011		
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.	Jan 2023		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.203-7003	Agency Office of the Inspector General.	Aug 2019		
252.203-7004	Display of Hotline Posters.	Jan 2023		
252.204-7000	Disclosure of Information.	Oct 2016		
252.204-7003	Control of Government Personnel Work Product.	Apr 1992		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	May 2024		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.204-7020	NIST SP 800-171 DoD Assessment Requirements.	Nov 2023		
252.205-7000	Provision of Information to Cooperative Agreement Holders.	Oct 2024		
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		
252.215-7002	Cost Estimating System Requirements.	Jan 2025		
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements.	Jan 2023		
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	Sep 2014		
252.225-7004	Report of Intended Performance Outside the United States and Canada -Submission after Award.	Jul 2024		
252.225-7012	Preference for Certain Domestic Commodities.	Apr 2022		
252.225-7048	Export-Controlled Items.	Jun 2013		
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	Jan 2023		
252.225-7058	Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	Jan 2023		
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	Jun 2023		
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	Jan 2023		
252.226-7003	Drug-Free Work Force.	Aug 2024		
252.232-7010	Levies on Contract Payments.	Dec 2006		
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	Jan 2023		
252.242-7005	Contractor Business Systems.	Jan 2025		
252.242-7006	Accounting System Administration.	Jan 2025		
252.243-7001	Pricing of Contract Modifications.	Dec 1991		
252.243-7002	Requests for Equitable Adjustment.	Dec 2022		
252.244-7000	Subcontracts for Commercial Products or Commercial Services.	Nov 2023		
252.244-7001	Contractor Purchasing System Administration.	Jan 2025		
252.245-7003	Contractor Property Management System Administration	Jan 2025		
252.245-7005	Management and Reporting of Government Property.	Jan 2024		
252.247-7023	Transportation of Supplies by Sea.	Oct 2024		

FAR Clauses Incorporated by Full Text

52.204-1 Approval of Contract.

(Dec 1989)

Approval of Contract (Dec 1989)

This contract is subject to the written approval of Contracting Officer and shall not be binding until so approved.

(End of clause)

52.216-7 Allowable Cost and Payment.

(Aug 2018)

TO BE FILLED IN AT CONTRACT AWARD

Allowable Cost and Payment (Aug 2018)

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only-

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for-

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made-

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) *Small business concerns.* A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)

(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) *General and Administrative expenses (final indirect cost pool).* Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) *Overhead expenses (final indirect cost pool).* Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) *Occupancy expenses (intermediate indirect cost pool).* Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (*i.e.*, General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) *Subcontract information.* Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at <https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedBeforeJune24.pdf> and <https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedafterJune24.pdf>.

- (C) Identification of prime contracts under which the contractor performs as a subcontractor.
 - (D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).
 - (E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).
 - (F) Certified financial statements and other financial data (*e.g.*, trial balance, compilation, review, *etc.*).
 - (G) Management letter from outside CPAs concerning any internal control weaknesses.
 - (H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.
 - (I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.
 - (J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.
 - (K) Federal and State income tax returns.
 - (L) Securities and Exchange Commission 10-K annual report.
 - (M) Minutes from board of directors meetings.
 - (N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.
 - (O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.
- (v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.
- (3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.
- (4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.
- (5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.
- (6)
- (i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may-
- (A) Determine the amounts due to the Contractor under the contract; and
 - (B) Record this determination in a unilateral modification to the contract.
- (ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.
- (e) *Billing rates.* Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates-
- (1) Shall be the anticipated final rates; and
 - (2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.
- (f) *Quick-closeout procedures.* Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.
- (g) *Audit.* At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be-

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver-

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except-

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

52.216-18 Ordering.

(Aug 2020)

TO BE FILLED IN AT CONTRACT AWARD

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 ____ through ____ [insert dates].

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

(c) 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)

52.216-19 Order Limitations.

(Oct 1995)

TO BE FILLED IN AT CONTRACT AWARD

Order Limitations (Oct 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than ____ [insert dollar figure or quantity], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of ____ [insert dollar figure or quantity];

(2) Any order for a combination of items in excess of ____ [insert dollar figure or quantity]; or

(3) A series of orders from the same ordering office within ____ days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

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

(End of clause)

52.216-22 Indefinite Quantity.

(Oct 1995)

Indefinite Quantity (Oct 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after ordering period limitation of 5 years.

(End of clause)

52.217-8 Option to Extend Services.

(Nov 1999)

TO BE FILLED IN AT CONTRACT AWARD

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 ____ [insert the period of time within which the Contracting Officer may exercise the option].

(End of clause)

52.219-14 Limitations on Subcontracting.

(Oct 2022)

TO BE FILLED IN AT CONTRACT AWARD

Limitations on Subcontracting (Oct 2022)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Definition. Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that-

(1) Has the same small business program status as that which qualified the prime contractor for the award (*e.g.*, for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) *Applicability.* This clause applies only to-

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

(4) Orders expected to exceed the simplified acquisition threshold and that are-

(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);

(5) Orders, regardless of dollar value, that are-

(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) *Independent contractors.* An independent contractor shall be considered a subcontractor.

(e) *Limitations on subcontracting.* By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for-

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause-

[Contracting Officer check as appropriate.]

By the end of the base term of the contract and then by the end of each subsequent option period; or

By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protege and its mentor approved by the Small Business Administration, the small business protege shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protege in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

52.219-28 Postaward Small Business Program Rerepresentation.

(Jan 2025)

Postaward Small Business Program Rerepresentation (Jan 2025)

(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 its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause.

(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 its status as any of the small business concerns identified at 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, for the NAICS code assigned to an order (except that paragraphs (c)(1) through (3) of this clause do not apply to an order issued under a Federal Supply Schedule contract at subpart 8.4)-

(1) Set aside exclusively for a small business concern identified at 19.000(a)(3) that is issued under an unrestricted multiple-award contract, unless the order is issued under the reserved portion of an unrestricted multiple-award contract (e.g., an order set aside for a woman-owned small business under a multiple-award contract that is not set-aside, unless the order is issued under the reserved portion of the multiple-award contract);

(2) Issued under a multiple-award contract set aside for small businesses that is further set aside for a specific socioeconomic category that differs from the underlying multiple-award contract (e.g., an order set aside for a HUBZone small business concern under a multiple-award contract that is set aside for small businesses);

(3) Issued under the part of the multiple-award contract that is set aside for small businesses that is further set aside for a specific socioeconomic category that differs from the underlying set-aside part of the multiple-award contract (e.g., an order set aside for a WOSB concern under the part of the multiple-award contract that is partially set aside for small businesses); and

(4) When the Contracting Officer explicitly requires it for an order issued under a multiple-award contract, including for an order issued under a Federal Supply Schedule contract (see 8.405-5(b) and 19.301-2(b)(2)).

(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 an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code

541519, if the acquisition-

- (1) Was set aside for small business and has a value above the simplified acquisition threshold;
- (2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or
- (3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraphs (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 officer 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 124.1001.
- (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) joint venture eligible under the WOSB Program. The Contractor represents that it ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [____] The Contractor shall enter the name and unique entity identifier of each party to the joint venture: ____.]
- (5) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [____] The Contractor shall enter the name and unique entity identifier of each party to the joint venture: ____.]
- (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) Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program. The Contractor represents that it ☐ is, ☐ is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [____] The Contractor shall enter the name and unique entity identifier of each party to the joint venture: ____.]
- (9) [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)

52.222-2 Payment for Overtime Premiums.

(Jul 1990)

TO BE FILLED IN AT CONTRACT AWARD

Payment for Overtime Premiums (July 1990)

- (a) The use of overtime is authorized under this contract if the overtime premium does not exceed * ____ or the overtime premium is paid for work-

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall-

- (1) Identify the work unit; *e.g.*, department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.

(End of clause)

52.222-40 Notification of Employee Rights Under the National Labor Relations Act.

(Dec 2010)

Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be-

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-Management Standards Web site at <http://www.dol.gov/olms/regs/compliance/EO13496.htm>; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

52.232-1 Payments.

(Apr 1984)

Payments (Apr 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if-

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

(End of clause)

52.232-8 Discounts for Prompt Payment.

(Feb 2002)

Discounts for Prompt Payment (Feb 2002)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

(End of clause)

52.232-25 Prompt Payment.

(Jan 2017)

Prompt Payment (Jan 2017)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments-

(1) Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30 thday after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30 thday after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30 thday after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are-

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C.182(3)), and as further defined in Pub.L.98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7 thday after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C.4003(3)), as close as possible to, but not later than, the 7 thday after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C.499a(4)), as close as possible to, but not later than, the 10 thday after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C.4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10 thday after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR Part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR Part 1315.

(7) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR Part 1315 in addition to the interest penalty amount only if-

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)

(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall-

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible-

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected contract number and delivery order number if applicable;

(iii) Affected line item or subline item, if applicable; and

(iv) Contractor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(End of clause)

52.242-4 Certification of Final Indirect Costs.

(Jan 1997)

Certification of Final Indirect Costs (Jan 1997)

(a) The Contractor shall-

(1) Certify any proposal to establish or modify final indirect cost rates;

(2) Use the format in paragraph (c) of this clause to certify; and

(3) Have the certificate signed by an individual of the Contractor's organization at a level no lower than a vice president or chief financial officer of the business segment of the Contractor that submits the proposal.

(b) Failure by the Contractor to submit a signed certificate, as described in this clause, may result in final indirect costs at rates unilaterally established by the Contracting Officer.

(c) The certificate of final indirect costs shall read as follows:

Certificate of Final Indirect Costs

This is to certify that I have reviewed this proposal to establish final indirect cost rates and to the best of my knowledge and belief:

1. All costs included in this proposal (identify proposal and date) to establish final indirect cost rates for (identify period covered by rate) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) and its supplements applicable to the contracts to which the final indirect cost rates will apply; and

2. This proposal does not include any costs which are expressly unallowable under applicable cost principles of the FAR or its supplements.

Firm: ____

Signature: ____

Name of Certifying Official: ____

Title: ____

Date of Execution: ____

(End of clause)

52.244-2 Subcontracts.

(Jun 2020)

Subcontracts (Jun 2020)

(a) Definitions. As used in this clause-

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds-

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(e)

(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting-

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination-

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of clause)

52.252-2 Clauses Incorporated by Reference.

(Feb 1998)

Clauses Incorporated By Reference (Feb 1998)

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

www.acquisition.gov

(End of clause)

52.252-4 Alterations in Contract.

(Apr 1984)

Alterations in Contract (Apr 1984)

Portions of this contract are altered as follows:

(End of clause)

52.252-6 Authorized Deviations in Clauses.

(Nov 2020)

Authorized Deviations in Clauses (Nov 2020)

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

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

(End of clause)

DFARS Clauses Incorporated by Full Text

252.232-7007 Limitation of Government's Obligation.

(Apr 2014)

LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

(a) Contract line item(s) [Contracting Officer insert after negotiations] is/are incrementally funded. For this/these item(s), the sum of \$ [Contracting Officer insert after negotiations] of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract	\$ ____
(month) (day), (year)	\$ ____
(month) (day), (year)	\$ ____
(month) (day), (year)	\$ ____

(End of clause)

Section J - List of Attachments

Identifier	Document Name	Document Description	Reference Identifier	Date	Line Item	Page Numbers	Document Type	Provided Under Separate Cover
0001	PASS Base IDIQ PWS	Performance Work Statement		30 May 2025		39	Attachment	No
0008	PASS Draft Solicitation Q&A	PASS Draft Solicitation Q&A		11 Jun 2025		1	Attachment	No
0002	PASS Evaluation Task PWS	Performance Work Statement		08 May 2025		19	Attachment	No
0003	PASS DD 254 Draft	Contract Security Classification Specification (DD 254)		08 May 2025		4	Attachment	No
0004	PASS Cost Template	Cost Data Summary		22 May 2025		1	Attachment	No
0005	PASS GFP List	Government Furnished Information List		29 Apr 2025		1	Attachment	No
A	PASS Base IDIQ CDRL	Contract Data Requirements List (CDRL)		29 Apr 2025		4	Exhibit	No
B	PASS Evaluation Task Order CDRL	Contract Data Requirements List (CDRL)		08 May 2025		20	Exhibit	No
0006	Wage Determinations Maryland, Harford County	Wage Determination		19 May 2025		11	Attachment	No
0007	Solicitation Question Template	Solicitation Question Template		11 Jun 2025		1	Attachment	No

Section K - Representations, Certification, & Other Statements

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.	Nov 2021		
52.204-29	Federal Acquisition Supply Chain Security Act Orders-Representation and Disclosures.	Dec 2023		
52.209-7	Information Regarding Responsibility Matters.	Oct 2018		
52.209-13	Violation of Arms Control Treaties or Agreements-Certification.	Nov 2021		
52.229-11	Tax on Certain Foreign Procurements-Notice and Representation.	Jun 2020		
52.230-1	Cost Accounting Standards Notices and Certification.	Jun 2020		
52.230-7	Proposal Disclosure-Cost Accounting Practice Changes.	Apr 2005		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	Sep 2022		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	Oct 2016		
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	May 2021		
252.219-7000	Advancing Small Business Growth.	Jun 2023		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	May 2022		
252.225-7057	Preaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	Aug 2022		
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	Jun 2023		

FAR Clauses Incorporated by Full Text

52.204-8 Annual Representations and Certifications. (Jan 2025)

Annual Representations and Certifications (Jan 2025)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 541611.

(2) The small business size standard is \$24,500,000.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519 if the acquisition-

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(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:

(i) Paragraph (d) applies.

(ii) 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 is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(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 is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(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 products or commercial services.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of biobased products in USDA-designated product categories; or include the clause at 52.223-2, Reporting 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 provision 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 II and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$50,000, the basic provision applies.

(B) If the acquisition value is \$50,000 or more but is less than \$100,000, the provision with its Alternate II applies.

(C) If the acquisition value is \$100,000 or more but is less than \$102,280, 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 Certifications. 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) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

(d) The offeror has completed the annual representations and certifications electronically in SAM website 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

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)

DFARS Clauses Incorporated by Full Text

252.204-7007 Alternate A, Annual Representations and Certifications.

(Oct 2024) Alternate A (Oct 2024)

ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2024)

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 52.204-7, System for Award Management, is included in this solicitation, paragraph (e) 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 (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 and contracts when contract performance will be in Italy.

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

(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.sam.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 #	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)			

Section L - Instructions, Conditions, & Notices to Offerors or Quoters

INSTRUCTION TO OFFERORS

1. PROPOSAL SUBMISSION REQUIREMENTS

- a. Each volume shall be submitted electronically through encrypted email. Any portion of the proposal that is changed (as a result of negotiations or proposal revisions) should be annotated and dated. Each volume shall be clearly labeled with its Title and volume number (I-V).
- b. Each paragraph should be single spaced and shall be separated by at least one blank line. A standard, 12-point minimum font size applies. Arial or Times New Roman fonts are required. Tables and illustrations may use a reduced font size no less than 8-point and may be produced in landscape mode.
- c. The following volumes of material shall be submitted:

Title	File Naming	Max Pages
Technical: Base ID/IQ and Evaluation Task Order Sub-Factor 1: Technical Approach for Evaluation TO PWS Sections: 3.2.2, 3.2.3 and 3.3.8 Sub-Factor 2: Technical Approach for Base IDIQ Sub-factor 3. Workforce Replacement Program (PWS Section 1.22.1)	Volume I - Technical	30*
Past Performance:	Volume II - Past Performance	20*
Cost/Price: Cost Proposal Cost/Price Narrative	Volume III - Cost/Price	No page limit
Solicitation, Offer and Award Documents, and Certifications/ Representations	Volume IV - Solicitation, Offer and Award Documents, and Certifications/Representations	No page limit

* NOTE: Pages that exceed the required page limitations will be removed and not considered for evaluation.

2. PROPOSAL FILES

- a. Format. The submission shall be clearly indexed and logically assembled. Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date and Request for Proposal (RFP) number in the header and/or footer. A Table of Contents should be created using the Table of Content feature in MS Word. MS Word (doc) files shall use the following page setup parameters:

Margins - Top, Bottom, Left, Right - 1"
Gutter - 0"
From Edge - Header, Footer 0.5"
Page Size, Width - 8.5"
Page Size, Height - 11"

The following additional restrictions apply:

b. **File Packaging.** All of the proposal files shall be compressed (zipped) into one file entitled proposal zip using WinZip version 6.2 or later, or as separate uploads. Files shall be in read-only format, and .doc files shall be converted to PDF. All price breakdown information to aide in the cost/price evaluation shall be submitted in Microsoft Office Excel Read/Write format. ****Please note - Self extracting exe files are not acceptable.**

c. **Content Requirement.** Each volume shall be properly identified, numbered, clearly indexed, and logically assembled. Each volume shall also contain clearly identified sections and all pages shall be numbered and identified by the complete company name, date, and solicitation number in the header and/or footer. Each volume of the proposal shall consist of a Table of Contents, Summary Section, and the Narrative discussion. The Summary Section shall contain a brief abstract of the file. Proposals shall not contain any classified data or information. Proprietary information shall be clearly marked. The following shall be included in the Narrative discussion:

VOLUME I - Technical. The volume shall be organized into the following sections:

a. Subfactor 1. Technical Approach for Evaluation TO. (This section also covers the Base IDIQ PWS Sections and all subsections of: 3.2.2, 3.2.3 and 3.3.8)

i. The Offeror shall provide an overview of how the services will be provided to the Government and shall provide a more detailed narrative for the following key areas:

1. The Offeror shall identify HOW they will get potential partners to promote CBC technologies and collaboration opportunities as described in PWS Section 3.2.2.2;
2. The Offeror shall demonstrate HOW they would implement a government system into a federal reimbursable financial model as described in PWS Sections 3.2.3.1-3.2.3.5.
3. The Offeror shall describe HOW to conduct approximately 800 evaluations per year to include assigned surety and chemical laboratory hoods and glove boxes as described in PWS Section 3.3.8.3

b. Subfactor 2. Technical Approach for Base IDIQ. The Offeror shall not provide a narrative for the sections detailed already under "Subfactor 1" above:

i. The Offeror shall provide an overview of how the services will be provided to the Government and shall provide a more detailed narrative for the following key areas:

1. The Offeror shall provide the three (3) portfolio examples of communications products such as briefings and talking point developed for executives as described in PWS Section 3.2.2.11. (These examples will not count toward the technical page limit but should not exceed 25 pages in total).
2. The Offeror shall provide evidence/samples of their ability to take photographs and video that communicate technical projects and depict researchers and engineers in a creative and appealing way as discussed in PWS Section 3.2.2.15.

c. Sub-factor 3. Management: Workforce Replacement Program (PWS Sections: Base IDIQ). The Offeror shall provide narrative to the following key areas below:

- i. How the Offeror will manage, and direct a large diversified, multi-skilled workforce; obtain unique specialized expertise on short notice and to retain and rapidly recruit/replace personnel to accomplish the requirements of this IDIQ.
- ii. How the Offeror will replace within 30 days terminated personnel or personnel who relinquish their position.

VOLUME II - Past Performance. This volume shall contain past performance information regarding similar contracts. This volume shall not exceed twenty (20) pages plus five (5) pages for each major subcontractor. Offerors shall submit all Government and/or commercial contracts for the prime Offeror and each major subcontractor in performance or awarded during the past five years, from the issue date of this RFP, which are relevant to the efforts required by this solicitation. No more than three (3) contract submissions for the Prime Offeror and no more than three (3) contract submissions for each Major Subcontractor will be evaluated. Relevant efforts are defined as services/efforts that are the same as or similar to the effort (as compared to North American Industry Classification System (NAICS) code 541611 required by the RFP. Data concerning the Offeror shall be provided first, followed by each proposed major subcontractor, in alphabetical order. The Offeror shall also submit the written consent of its major subcontractors to allow the disclosure of its subcontractor's past performance information to the Offeror. Major subcontractors are defined as members of an Offeror's overall team who are expected to perform 10% or more of the proposed effort. For offerors that are joint ventures, the evaluation shall take into account past performance of the joint venture. If the joint venture does not demonstrate past performance for award, the contracting officer shall consider the past performance of each party to the joint venture. In addition, letters of commitment shall be included for all major subcontractors for their past performance to be considered. This volume shall be organized into the following sections:

a. Section 1 - Contract Descriptions. This section shall include a brief description for the following information in the format detailed below.

- i. Contractor/Subcontractor place of performance, CAGE Code. If the work was performed as a subcontractor, also provide the name of the prime contractor and Point of Contact (POC) within the prime contractor organization (name, and current address, e-mail address, and telephone and fax numbers).
- ii. Government contracting activity and current address, and the Procuring Contracting Officer's name, e-mail address, telephone.
- iii. Government's technical representative/Contracting Officer's Representative and current email address, telephone.
- iv. Government contract administration activity and the Administrative Contracting Officer's name, and current e-mail address, telephone, and fax number.
- v. Contract Number and, in the case of Indefinite Delivery type contracts, GSA contracts, and Blanket Purchase Agreements, include Delivery Order Numbers.
- vi. Contract Type (specific type such as Fixed-Price (FP), Cost Reimbursement (CR), Time & Material (T&M), etc.). In the case of Indefinite Delivery contracts, indicate specific type (Requirements, Definite Quantity, and Indefinite Quantity) and secondary contract type (FP, CR, T&M, etc.).
- vii. Awarded price/cost.

- viii. Final or projected final price/cost.
- ix. Original delivery schedule, including dates of start and completion or work.
- x. Final or projected final and delivery schedule, including dates of start and completion of work.

b. Section 2 - Performance. Offerors shall provide a specific narrative explanation of each contract listed in Section 1, Contract Description, describing the objectives achieved and detailing how the effort is relevant to the requirement of this RFP.

i. For any contracts that did not/do not meet original schedule or technical performance requirements, provide a brief explanation of the reason(s) for the shortcomings and any corrective action(s) taken to avoid recurrence. The Offerors shall also provide a copy of any Cure Notices or Show Cause Letters received on each contract listed and a description of any corrective action implemented by the Offeror or proposed subcontractor. The Offerors shall indicate if any of the contracts listed were terminated and the type and reasons for the termination.

c. Section 3 - Subcontracts. This section will further include written consent of major subcontractors to allow the disclosure of their subcontractor's past performance information to the Offeror. In addition, letters of commitment shall be included for all major subcontractors.

d. Section 4 - New Corporate Entities. New corporate entities may submit data on prior contracts involving its offices and employees. However, in addition to the other requirements in this section, the Offeror shall discuss in detail the role performed by such persons in the prior contracts cited. Information should be included in the files described in the sections above. Letters of Commitment shall be included in the proposal for these employees in order to be considered.

e. Section 5 - Submissions. Offerors are discouraged from providing points of contact with another contractors' facility, i.e., in case an Offeror (or one of his/her team members) is in a subcontract with another contractor who has submitted a proposal on the same requirement. Offerors shall provide and submit the prime contract number and all Governmental agency POCs in lieu of subcontract numbers or prime contract POCs in situations as described above.

f. Section 6 - Small Business Participation Past Performance. Offerors shall submit information substantiating the Offerors' past performance in complying with FAR 52.219-8, Utilization of Small Business Concerns, maximizing opportunities for U.S. small business subcontractors. Offerors shall also provide a statement indicating whether any negative information has been reported in the past six years concerning the Offerors' past compliance with FAR 52.219-8. If any such negative information has been reported, the Offeror may submit explanations or comments responding to such negative information. Offerors with no prior contracts containing FAR 52.219-8 shall certify the same.

VOLUME III - Cost/Price. The volume shall be organized into the following sections:

(1) Cost Proposal (.xlsx): Fill out the Government provided template to propose the following:

- a. A breakout of estimated costs for cost reimbursable labor and firm fixed prices per hour for fixed price labor for each labor category (Prop. Y1 Labor, & FFP Labor tabs);
- b. An indirect multiplier for material, travel, & ODCs (how much the Government would pay in total cost resulting from the Offeror spending \$1 on direct material, travel and ODCs)(Prop. Non-Labor tab);
- c. A fixed fee that will be the amount of fixed fee awarded on CPFF orders, expressed as a percentage of estimated (not actual) costs (IDIQ Eval Price tab);
- d. A breakout of hours by labor category for the Task Order for the Base Period of Performance and each additional Option Year; and
- e. The employee makeup and a description of the relationship between individuals who would be performing the Task Order and the Offeror.

(2) Cost Narrative (pdf): The primary purpose of this document is to provide factual documentation to support the accuracy of specific amounts proposed in the cost proposal. Offerors are discouraged from duplicating numbers and tables in the Excel Cost Proposal in this file to reduce proposal preparation time and the potential for discrepancies. Cost Narratives shall contain the following:

- a. Identifying Information. The name and address of the Offeror; name, e-mail address, and phone number of the point of contact and an alternate; and a list of Commercial and Government Entity Codes (CAGE) for the prime Offeror and each subcontractor.
- b. Cost Accounting Business System. State if the Offeror as a Defense Contract Audit Agency (DCAA) compliant cost accounting business system. Also, state if the submitted proposal is consistent with established estimating and accounting principles and procedures and FAR Part 31 (Contract Cost Principles and Procedures), explaining any identified inconsistencies.
- c. Indirect Expense Rates: List each proposed indirect expense rate along with a definition of costs that make up the allocation base for each respective proposed expense. Provisional Billing Rates and Forward Pricing Rate Proposals will not be accepted as a basis for proposed indirect rates. Proposed indirect expense rates shall be supported by one of the following:
 - i. A copy of a Forward Pricing Rate Agreement.
 - ii. A copy of a Forward Pricing Rate Recommendation.
 - iii. Claimed/actual indirect expense pool, allocation base, and rate data for the past two company fiscal years: or
 - iv. An agreement to cap reimbursable indirect expense rates at proposed amounts in accordance with (IAW) FAR 42.707 for the duration of the IDIQ.
- d. Fixed Price and T&M Subcontracts: Provide a signed quote for each subcontract that supports how the Offeror arrived at the subcontractor's fully loaded rates and hours. This may be a separately submitted file if it makes proposal preparation/submission easier for the Offeror.
- e. Cost Reimbursable Subcontracts: Provide a signed quote for each subcontract that supports how the Offeror arrived at the subcontractor's fully loaded rates and hours. A Cost Narrative and Cost Proposal shall be provided to the Government for subcontracts greater than \$500,000 during the base period of performance of the Task Order with the same level of detail as is required of the Prime Offeror (may be submitted by either the Prime or Subcontractor).

Cost Narrative shall describe both Base IDIQ and Evaluation Task Order

(4) Additional Information:

- a. Plug Numbers: To simplify proposal submission on relatively low dollar value cost elements, Government Provided Estimates (i.e. Plug Numbers) are in the cost template that Offerors shall not change for Material, Travel, and ODC costs for both the IDIQ and for the Task Order.
- b. Cost Reimbursable Escalation: With the viewpoint that escalation is something that generally happens to companies as an effect of changes to the broader labor market, the Government (for this acquisition) does not see a benefit to having companies spend time individually estimating the future of the labor market, and penalizing companies that tend to forecast more conservatively with a higher evaluation price. The Offeror shall use 4% for cost reimbursable escalation. The offeror shall propose the escalation for fixed price labor.
- c. Total Labor Cost: During performance, labor could be provided via the Prime contractor's employees or subcontracts as long as contractual requirements are met. The method most likely to be used for individual labor categories should be the method proposed for the IDIQ when deciding whether to propose a labor category as the Prime contractor's employee or to propose a labor category as a subcontract. Regardless of the method used, the awardee will be expected to perform at the proposed cost/hour.
- d. Incorporation of proposed cost/hour by labor category and multipliers for Materials, Travel, & ODCs: Labor cost per hour shall be incorporated into the contract, escalated at 4% annually for cost reimbursable labor for future task orders, without negotiating labor rates, including fixed fee per estimated hour. The proposed fully-burdened fixed-price labor rates shall also be incorporated into the for future task orders, without negotiating labor rates. For example, if some future task order is placed where 100 hours of "Labor Category X" will be needed, and the proposed cost per hour was \$150 for the year the Task Order is placed, then the Task order estimated cost would be \$15,000 and the fixed fee would be \$15,000 times the proposed fixed fee percentage.
- e. Travel, Materials, & ODCs: For cost reimbursable task orders, these costs will be reimbursed via a Cost (no fee) CLIN.

VOLUME IV - Solicitations, Offer, and Award Documents and Certifications/Representations

Certifications and Representations - Each Offeror shall complete (fill-in and signatures) the solicitation sections indicated below using the file (without modification to the file) provided with the RFP. The Contractor SHALL Fill-out ALL Relevant sections of the Solicitation (Cover page, Reps and Certs clauses, IP Clause, etc.) and SHALL provide the ENTIRE Solicitation as an attachment. An authorized official of the firm shall sign the SF 33 and all certifications requiring original signature. An Acrobat PDF file shall be created to capture the signatures for submission.

Section A - Standard Form 33 (SF 33), Solicitation, Offer and Award
 Section G - Contract Administration Data
 Section K - Representations, Certification and Other Statements of Offerors

Solicitations, Offer and Award Documents and Certifications/Representations shall not be addressed separately from that submitted in VOLUME IV - Solicitations, Offer, and Award Documents, and Certifications/Representations.

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/Deviation	Variation Effective Date
52.204-7	System for Award Management.	Nov 2024		
52.204-16	Commercial and Government Entity Code Reporting.	Aug 2020		
52.204-22	Alternative Line Item Proposal.	Jan 2017		
52.215-1	Instructions to Offerors-Competitive Acquisition. (Alternate I)	Nov 2021	Alternate I	Oct 1997
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data.	Nov 2021		
52.222-46	Evaluation of Compensation for Professional Employees.	Feb 1993		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/Deviation	Variation Effective Date
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements.	Nov 2023		
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	Mar 2023		
252.215-7009	Proposal Adequacy Checklist.	Mar 2023		
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	Jan 2023		
252.215-7016	Notification to Offerors-Postaward Debriefings.	Dec 2022		
252.225-7003	Report of Intended Performance Outside the United States	Jan 2025		

FAR Clauses Incorporated by Full Text

52.215-1 Instructions to Offerors-Competitive Acquisition. (Nov 2021)

Instructions to Offerors-Competitive Acquisition (Nov 2021)

(a) Definitions. As used in this provision-

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

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

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

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

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

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

(c) Submission, modification, revision, and withdrawal of proposals.

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

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

(i) The solicitation number;

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

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

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

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

(3) Submission, modification, revision, and withdrawal of proposals.

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

(ii)

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

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

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

(3) It is the only proposal received.

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

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the

proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

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

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

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

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

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

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

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

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

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

(1) Mark the title page with the following legend:

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

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

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

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

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

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

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

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

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

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

the lack of balance poses an unacceptable risk to the Government.

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

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

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

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

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial products, the make and model of the product to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.215-20 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data. (Alternate I) (Nov 2021) Alternate I (Oct 2010)

Alternate I (Oct 2010). As prescribed in 15.408 (I) (and see 15.403-5(b)(1)), substitute the following paragraph (b)(1) for paragraph (b)(1) of the basic provision:

(b)(1) The offeror shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in the following format: ____ [Insert description of the data and format that are required, and include access to records necessary to permit an adequate evaluation of the proposed price in accordance with 15.408, 15.408 Solicitation provisions and contract clauses., Note 2. The description may be inserted at the time of issuing the solicitation, or the Contracting Officer may specify that the offeror's format will be acceptable, or the description may be inserted as the result of negotiations.]

52.215-20 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data. (Alternate III) (Nov 2021) Alternate III (Oct 1997)

Alternate III (Oct 1997). As prescribed in 15.408 (I), add the following paragraph (c) to the basic provision (if Alternate II is also used, redesignate the following paragraph as paragraph (d)).

(c) Submit the cost portion of the proposal via the following electronic media: ____ [Insert media format, e.g., electronic spreadsheet format, electronic mail, etc.]

52.216-1 Type of Contract. (Apr 1984)

Type of Contract (Apr 1984)

The Government contemplates award of a combined Fixed-Price and Cost-Plus Fixed Fee contract resulting from this solicitation.

(End of provision)

52.233-2 Service of Protest. (Sep 2006)

Service of Protest (Sept 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 Nicholas Granata Jr., Contracting Officer.

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

(End of provision)

52.252-1 Solicitation Provisions Incorporated by Reference.

(Feb 1998)

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

(End of provision)

52.252-3 Alterations in Solicitation.

(Apr 1984)

Alterations in Solicitation (Apr 1984)

Portions of this solicitation are altered as follows:

(End of clause)

52.252-5 Authorized Deviations in Provisions.

(Nov 2020)

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 DFARS or AFARS (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

DFARS Clauses Incorporated by Full Text

252.215-7008 Only One Offer.

(Dec 2022)

ONLY ONE OFFER (DEC 2022)

(a) *Cost or pricing data requirements.* After initial submission of offers, if the Contracting Officer notifies the Offeror that only one offer was received, the Offeror agrees to-

(1) Submit any additional cost or pricing data that is required in order to determine whether the price is fair and reasonable (10 U.S.C. 3705) or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 3702 and FAR 15.403-3); and

(2) Except as provided in paragraph (b) of this provision, if the acquisition exceeds the certified cost or pricing data threshold and an exception to the requirement for certified cost or pricing data at FAR 15.403-1(b)(2) through (5) does not apply, certify all cost or pricing data in accordance with paragraph (c) of DFARS provision 252.215-7010, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data, of this solicitation.

(b) *Canadian Commercial Corporation.* If the Offeror is the Canadian Commercial Corporation, certified cost or pricing data are not required. If the Contracting Officer notifies the Canadian Commercial Corporation that additional data other than certified cost or pricing data are required in accordance with DFARS 225.870-4(c), the Canadian Commercial Corporation shall obtain and provide the following:

(1) Profit rate or fee (as applicable).

(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404-1).

(3) Data other than certified cost or pricing data necessary to permit a determination by the U.S. Contracting Officer that the proposed price is fair and reasonable to include all data, cost breakouts and supporting documentation as instructed in Section L of the solicitation under "Volume III - Cost/Price."

(4) As specified in FAR 15.403-3(a)(4), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

(c) *Subcontracts.* Unless the Offeror is the Canadian Commercial Corporation, the Offeror shall insert the substance of this provision, including this paragraph (c), in all subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.

(End of provision)

Section M - Evaluation Factors for Award

BASIS FOR AWARD

The Government will make an award to the responsible offeror who whose, conforming to the solicitation, represents the best overall value to the Government using best-value tradeoffs per FAR 15.101-1, specifically described as "Subjective Tradeoff" in the DoD Source Selection Guide, for the following three (3) evaluation procedures: Technical, Past Performance, and Cost/Price.

The Technical, and Past Performance factors are equally weighed and when combined are more important than the Cost/Price factor. To receive consideration for award, a rating of no less than "Acceptable" must be achieved for the technical factor (to include all subfactors). Offerors will be cautioned that the award may not necessarily be made to the lowest cost offered.

The Government reserves the right to evaluate proposal and make award without discussions; therefore, offerors are cautioned to ensure their proposals contain all necessary information and are complete in ALL respects.

FACTORS AND SUBFACTORS TO BE EVALUATED

The following evaluation factors and subfactors will be used to evaluate each proposal. Award will be made to the Offeror whose proposal is most advantageous to the Government based upon an integrated assessment of the evaluation factors and subfactors described below. The Government reserves the right to make award based upon the Cost/Price factor in the event that the Technical, Management, Past Performance, evaluation results of all the Offerors' proposals are substantially the same.

If the awardee fails either to perform satisfactorily or reasonably close to estimated cost per hour, the Contracting Officer may award an IDIQ contract to a second recipient within 1 year of the IDIQ award date that would receive any newly issued Task Orders.

Volume I: The Technical is further divided into the following subfactors:

- a. Sub-Factor 1. Technical Approach for Evaluation TO. (This section also covers the Base IDIQ PWS Sections and subsections: 3.2.2, 3.2.3 and 3.3.8)
- b. Sub-Factor 2. Technical Approach for Base IDIQ. The Offeror does NOT need to provide a narrative for the sections detailed already under "Subfactor 1" above.
- c. Sub-Factor 3. Management: Workforce Replacement Program (PWS Sections: 1.22.1 Base IDIQ).

All Subfactors are of equal importance and equally weighted.

Volume II: Past Performance: Each Offeror's past performance will be reviewed to determine recency, relevancy and quality to establish a Past Performance Confidence Assessment Rating.

Volume III: Cost/Price: The resulting award will be a SATOC with cost-plus-fixed -fee and firm-fixed-price task orders. Cost realism and price reasonableness will be utilized in the evaluation of Cost Reimbursable efforts. Price reasonableness will be utilized in the evaluation of the Firm-Fixed Price efforts.

EVALUATION OF VOLUME APPROACH

All proposals shall be evaluated by the Source Selection Team (SST). The overarching evaluation approach for all factors and subfactors is as follows:

- 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 RFP. The proposal will be evaluated to determine the extent to which each requirement has been addressed in the proposal in accordance with the proposal submission section of the RFP.
- 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.

Volume I. Technical. The Offerors shall address each of the following sub-factors within its technical proposal. The Technical factor will receive a Combined Technical/Risk Rating Method (see Table 1 below). The Combined Technical/Risk Ratings will be given to assess the offeror's detailed proposed approach to satisfy the Government's requirements in accordance with the evaluation criteria, DoD and Army Source Selection Procedures. The Government will provide a combined overall rating for all subfactors listed below:

- a. Sub-Factor 1. This subfactor evaluates the Offeror's proposed Technical Approach for Evaluation TO. (This section also covers the Base IDIQ PWS Sections: 3.2.2, 3.2.3 and 3.3.8). Overall marginal levels defined in Table 1 could indicate a lack of understanding concerning mission requirements and may result in the entire proposal being eliminated from the competitive range or being considered for award if discussions were not held. The Government will evaluate overview of how services will be provided and the following key areas:

- 1) The ability of the offeror to demonstrate their knowledge in obtaining potential partners to promote CBC technologies and collaboration opportunities (see PWS Section 3.2.2.2);
- 2) The ability of the offeror to demonstrate their knowledge of utilization of government systems in a federal reimbursable financial model (PWS Sections 3.2.3.1-3.2.3.5).

3) The ability of the offeror to demonstrate their ability to complete approximately 800 evaluations per year to include assigned surety and chemical laboratory hoods and glove boxes as described in PWS Section 3.3.8.3

b. Sub-Factor 2. This subfactor evaluates the Offeror's proposed Technical Approach for Base IDIQ. The Offeror does NOT need to provide a narrative for the sections detailed already under "Subfactor 1" above. The Government will evaluate overview of how services will be provided and the following key areas:

- 1) The clarity, conciseness and consistency of the three (3) portfolio examples of communications products provided.
- 2) The quality and creativity of the photographs and video to communicate technical projects and depict researchers and engineers in a dynamic way as discussed in PWS Section 3.2.2.16.

c. Sub-Factor 3. This subfactor evaluates the Offeror's proposed

Management: Workforce Replacement Program (PWS Sections: Base IDIQ). The evaluation will focus on the offerors':

- 1) The ability of the offeror to manage, and direct a large diversified, multi-skilled workforce; obtain unique specialized expertise on short notice; and to retain and rapidly recruit/replace personnel as described in Section 1.22.1 of the Base ID/IQ PWS.
- 2) The Government will evaluate the methods the offeror proposes to replace terminated personnel or personnel who relinquished their position. The Government will rate an offeror more favorable for a plan to replace employee(s) personnel under 30 days.

Table 1 - Combined Technical/Risk Rating Method

Adjectival Rating and Description

Outstanding - Proposal demonstrates an exceptional approach and understanding of the requirements and contains multiple strengths and/or at least one significant strength, and risk of unsuccessful performance is low.
Good - Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength or significant strength, and risk of unsuccessful performance is low to moderate.
Acceptable - Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
Marginal - Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
Unacceptable - Proposal does not meet requirements of the solicitation and, thus, contains one or more deficiencies and is unawardable, and/or risk of performance is unacceptably high.

In accordance with the DoD Source Selection Procedures, Section 3.1.2.2, the combined technical/risk rating includes consideration of risk in conjunction with the significant strengths, weaknesses, significant weaknesses, uncertainties, and deficiencies in determining technical ratings.

Volume II. Past Performance. The Government will evaluate the Offeror's record of past and current performance to ascertain the probability of successfully performing the required efforts of the PWS.

a. The Government will focus its inquiries on the Offeror's (and major subcontractor's) record of performance as it relates to all solicitation requirements, including cost, schedule, performance, and management of subcontractors for the purposes of this SSP/Requirement. Major subcontractors are defined as members of an Offeror's overall team who are expected to perform 10 percent or more of the proposed effort. A significant achievement, problem, or lack of relevant data in any element of the work can become an important consideration in the evaluation process. Therefore, Offerors will be reminded to include the most recent and relevant efforts (within the past five years) in their proposal. Absent any recent and relevant past performance history or when the performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned, the Offeror will be assigned a "Neutral Confidence" and its proposal will not be evaluated either favorably or unfavorably on past performance. The Government may use data provided by the Offeror in its proposal and data obtained from other sources, including data in Government files or data obtained through interviews with personnel familiar with the contractor and their current and past performance under Federal, State or Local government or commercial contracts for same or similar services as compared to the NAICS 541611.

b. Offerors shall submit all Government and/or commercial contracts for the prime Offeror and each major subcontractor in performance or awarded during the past five (5) years, from the issue date of this RFP, which are relevant to the efforts required by this RFP. The Government may consider a wide array of information from a variety of sources but is not compelled to rely on all of the information available. No more than three (3) contract submissions for the Prime Offeror and no more than three (3) contract submissions for each Major Subcontractor will be evaluated.

c. The Past Performance Factor considers each Offeror's demonstrated recent and relevant record of performance in supplying products and services that meet the contract requirements. There are three aspects to the past performance evaluation: recency, relevancy, and quality.

i. **RECENCY:** Recency is generally expressed as a time period during which past performance references are considered relevant and is critical to establishing the relevancy of past performance information. The Government will evaluate each past performance example to ensure it occurred in whole or in part within the last five (5) years from the date of proposal. If the example is not recent, the example will not be evaluated further. Recency is defined as performance within five (5) years from date of release of this RFP.

ii. **RELEVANCY:** Relevancy will be used to establish what is relevant, which shall include similarity of service/support, complexity, dollar value, contract type, and degree of subcontract/teaming. The Government will evaluate the Offeror's recent past performance examples to determine how relevant the experience is to the current requirement. Relevant present/past performance is defined as being similar in magnitude (dollar value of referenced Government contract), scope (PWS requirements), and complexity. The Government will give greater consideration to experience that is more similar in scope and complexity to the requirements of this solicitation. Each recent past performance example will be evaluated for relevancy as follows:

Table 2 - Past Performance Relevancy Ratings

Rating	Definition
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

iii. **QUALITY:** The third aspect assesses the overall quality of the Offeror's past performance. The Government may elect to obtain available information on the Offeror and its major subcontractors, using the Contractor Performance Assessment Reporting System (CPARS), Past Performance Information Retrieval System (PPIRS), and other Army sources and resources. CPARS, PPIRS and other sources form the support and basis for this assessment. At a minimum, this evaluation will take into account past performance information submitted as a part of each offeror's proposal including information regarding predecessor companies, key personnel who have relevant experience and subcontractors that will perform major or critical aspects of the requirement. For those offerors without a record of relevant past performance or for whom information on past performance is not available, the offeror will receive a neutral past performance rating. Offerors with a negative past performance rating will be afforded an opportunity to address alleged deficiencies.

d. **Overall Past Performance Confidence Assessment Rating:** The Government will combine recency, relevancy, and quality to establish a Past Performance Confidence Assessment Rating as stated below in Table 3. The Government will not provide a separate rating for quality.

TABLE 3 - Performance Confidence Assessment Rating Method

Adjectival Rating	Description
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Substantial Confidence	Based on the Offeror's recent/relevant performance record, the Government has a high expectation that the Offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the Offeror's recent/relevant performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort.
Neutral Confidence	No recent/relevant performance record is available, or the Offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The Offeror may not be evaluated favorably or unfavorably on the factor of past performance.
Limited Confidence	Based on the Offeror's recent/relevant performance record, the Government has a low expectation that the Offeror will successfully perform the required effort.
No Confidence	Based on the Offeror's recent/relevant performance record, the Government has no expectation that the Offeror will be able to successfully perform the required effort.

e. In accordance with FAR 15.305(a)(2)(iv), an Offeror without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance (neutral evaluation).

f. The Government will consider past or current contracts (including Federal, State and local government and private) for efforts similar to the Government requirement. The Government will consider information provided on problems encountered on the identified contracts and associated corrective actions. Contractors with a negative past performance rating will be afforded an opportunity to address alleged deficiencies. The Government may also consider information obtained from any other sources when evaluating past performance. Failure of a contractor to disclose a relevant Government contract with poor past performance may affect the contractor's past performance rating.

g. The Government may consider past performance information regarding predecessor companies, key personnel who have relevant experience or subcontractors that will perform major or critical aspects of the requirement when such information is relevant.

Volume III. Cost/Price. The Government will evaluate to ensure that all proposed costs are realistic, fair, and reasonable. Each Offeror's proposal will be evaluated IAW the criteria in FAR 15.404-1; the analytical techniques and procedures prescribed in FAR 15.404-1 may be used singly or in combination with others to ensure the costs are fair, reasonable, and realistic. The Government's evaluation will consist of the following:

a. Cost Realism: A cost realism analysis will be performed to determine each Offeror's probable cost to the Government if awarded a contract inclusive of options.

b. Evaluation Price: The evaluation price (used to help determine best value) will be: The probable weighted average labor cost by year, multiplied by 20,000 hours annually, with the proposed fixed fee added to arrive at the evaluation CPFF; plus the weighted average fixed labor rate multiplied by 55,000 hours annually; plus Material, Travel, & ODC plug numbers with probable multipliers (e.g. Travel Multiplier = Cost to Government / Direct travel cost to Offeror) applied to arrive at evaluation prices for Cost (no-fee) CLINs. See the "IDIQ Eval Price" tab of the Government Cost Template for added detail on how the evaluation price will be arrived at.

c. Reasonableness: Price Analysis will be used to determine if the best value Offer, inclusive of cost realism adjustments, will result in the Government paying a fair and reasonable price. If only one Offer is received, Cost Analysis will also be used to determine if the Offer will result in the Government paying a fair and reasonable price and certified cost and pricing data may be required prior to an IDIQ award.

d. Completeness: Offers with omissions or errors that significantly hinder the Government's ability to determine their probable costs to the Government will be excluded from award consideration. Instances of not considering a proposal due to errors or omissions often, but not exclusively, result from Offerors not supporting proposed indirect expense rates as specified in instructions, due to their relatively high dollar values. While omissions and errors could be corrected through discussions, award could be made even with Offers excluded from consideration due to omissions or

errors.

The Technical and Past Performance factors are equally weighed and when combined are significantly more important than the Cost/Price factor. If the awardee fails either to perform satisfactorily or reasonably close to estimated cost per hour, the Contracting Officer may award an IDIQ contract to a second recipient within 1 year of the IDIQ award date that would receive any newly issued Task Orders.

The Government reserves the right to make award based upon the Cost/Price factor in the event that the Technical and Past Performance evaluation results of all the Offerors' proposals are substantially the same.

ALL NON-PRICED FACTORS COMBINED ARE SIGNIFICANTLY MORE IMPORTANT THAN COST/PRICE.

The Offeror's proposed fee shall not exceed 5%. Any offeror proposing a fee rate of over 5% shall be deemed UNACCEPTABLE because the Government has determined this requirement is a material element of this solicitation.

DISCUSSIONS (If Applicable)

1. GENERAL INFORMATION. In accordance with FAR 15.306(d), discussion sessions with each offeror may be held. Should discussions take place, all offerors in the competitive range will be allowed a minimum of 10 calendar days to submit Final Proposal Revisions.
2. DISCUSSION SCHEDULING. If discussions are conducted, the Contracting Officer will schedule the discussion sessions, and each offeror will be notified of the time and place at least 3 business days prior to their discussion session. Appropriate security clearances should be provided by the offerors in sufficient time to process the requests. The Contracting Officer will provide additional instructions with the notification.

FAR Clauses Incorporated by Full Text

52.217-3 Evaluation Exclusive of Options.

(Apr 1984)

Evaluation Exclusive of Options (Apr 1984)

The Government will evaluate offers for award purposes by including only the price for the basic requirement; i.e., options will not be included in the evaluation for award purposes.

(End of provision)