SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE 1 OF PAGES 140

2. CONTRACT NO.	3. SOLICITATION NO.	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.
	W900KK-18-R-0037	[ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	23 Mar 2018	

7. ISSUED BY	CODE W900KK	8. ADDRESS OFFER TO (If other than Item 7)	CODE
U.S. ARMY PEO STRI ACQUISITION CENTER ATTN: KOC/OPS 12350 RESEARCH PARKWAY ORLANDO FL 32826 TEL: FAX:		See Item 7 TEL: FAX:	

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

SOLICITATION

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

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

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (Include area code) (NO COLLECT CALLS)	C. E-MAIL ADDRESS
	BLAKE MCILVANE	(407) 208-3318	blake.l.mcilvane.civ@mail.mil

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OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

15B. TELEPHONE NO (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
	☐		

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 AND OPEN COMPETITION:	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
☐ 10 U.S.C. 2304(c)( ) ☐ 41 U.S.C. 253(c)( )		

24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE

26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA	28. AWARD DATE
TEL: EMAIL:	(Signature of Contracting Officer)	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

DRAFT

Section A - Solicitation/Contract Form

This solicitation will result in a Firmed Fixed Price (FFP) and Cost Plus Fix Fee (CPFF), Single Award Indefinite Delivery/Indefinite Quantity (SA IDIQ). The IDIQ will have a base ordering period of 60 months and two 12-month option periods for a total of up to seven years. The estimated ordering ceiling is $110M. The Government will be Contracting by Negotiation in accordance with Federal Acquisition Regulation (FAR) Part 15, as supplemented with the additional information included in this notice. This procurement will be a full and open competition, 1000 employees, and NAICS code – 333318.

The minimum quantity of this contract is $6.5 Million. The maximum quantity is $110 Million. All funding for this contract will be provided on the individual delivery orders. Delivery Order (DO) 0001 issued concurrent to award of this contract meets the Government's IDIQ minimum requirement.

The Government may issue DOs up to the last day of the seven year ordering period with a delivery date of 24 months.

The Contract Line Item Numbers (CLINs) listed in Section B exemplify the CLIN structure that may be required in each year of the ordering period.

The Government has identified specific vehicle variants that will be supported by this contract in the SOWs. Each CDT system will be reconfigurable to accommodate the different vehicle variants as defined in the product system specifications and also be capable of incorporating future vehicle variants training systems.

The Government anticipates using employees of Optimal Solutions & Technologies (OST) and TAPE LLC to provide source selection support. In accordance with FAR 9.505-4(b), no access to proprietary or source selection information will be provided to non-Government advisors unless 1) Offerors have entered into their own non-disclosure agreement with the non-Government advisor, or with the company employing the nongovernment advisor and 2) the Government has received the consent of the offerors to provide access to its proprietary information to the nongovernment advisor or the company which employs the nongovernment advisor.

As stated in Section H of this solicitation, all Government Furnished Information to include technical data and computer software (as defined in DFARS 252.227-7013 and DFARS 252.227-7014) is in an "as is" condition without any warranty as to its accuracy, completeness, or adequacy. The contractor shall use this technical data and computer software at its own risk.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001		1	Lot		
	Tank Engineering Variant-Ft.Leonard Wood FFP TEV Tech Refresh & Concurrency Upgrade IAW the TEV SOW section 3.0 (6 Systems) Contract Year One FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002		UNDEFINED	Lot		
	Tank Engineering Variant-Ft.Leonard Wood CPFF TEV Development Environment IAW the TEV SOW section 3.1 1 Lot = Design/Development/NRE Contract Year One FOB: Destination				
				MAX COST FIXED FEE	
				TOTAL MAX COST + FEE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003		UNDEFINED	Lot		

Tank Engineering Variant-Ft.Leonard Wood
CPFF
TEV System Integration IAW the TEV SOW section 3.0
1 Lot = Design/Development/NRE
Contract Year One
FOB: Destination

MAX COST
FIXED FEE _____

TOTAL MAX COST + FEE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004		UNDEFINED	Lot		

Tank Engineering Variant-Ft.Leonard Wood
CPFF
TEV Testing IAW the TEV SOW sections 3.1.3, 3.3.3.2, 3.3.3.3, 3.3.4, 3.3.5.3, 3.3.5.7, 3.4.2.1, 3.10
1 Lot = Design/Development/NRE
Contract Year One
FOB: Destination

MAX COST
FIXED FEE _____

TOTAL MAX COST + FEE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005		UNDEFINED	Lot		

Tank Engineering Variant-Ft.Leonard Wood
CPFF
TEV Engineering & Logistic Support IAW the TEV SOW section 3.11
1 Lot = Design/Development/NRE
Contract Year One
FOB: Destination

MAX COST
FIXED FEE _____

TOTAL MAX COST + FEE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006		1	Each		
	Tank Engineering Variant-Ft.Leonard Wood FFP TEV New Equipment Training IAW the TEV SOW section 3.9.1.1 Contract Year One FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007		1	Lot		
	Tank Engineering Variant-Ft.Leonard Wood FFP TEV Spares/Consumeables/Special Test Tools IAW the TEV SOW sections 3.5, 3.6.1, 3.6.3.1, 3.7.1, 3.7.2, 3.13 Contract Year One FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008		1	Each		
	Tank Engineering Variant-Ft.Leonard Wood FFP TEV Operators Manual IAW the TEV SOW section 3.7.1 Contract Year One FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009		1	Each		
	Tank Engineering Variant-Ft.Leonard Wood FFP TEV Maintenance Manual IAW the TEV SOW sections 3.7.2 (SMM); 3.7.3 (COTS) Contract Year One FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010		1	Each		
	Tank Engineering Variant-Ft.Leonard Wood FFP TEV Site Survey IAW the TEV SOW section 3.12 Contract Year One FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011		1	Each		
	Tank Engineering Variant-Ft.Leonard Wood FFP White Paper IAW the TEV SOW section 3.1 Contract Year One FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0012		1	Lot		
	Tank Engineering Variant-Ft.Leonard Wood FFP Cybersecurity IAW the TEV SOW sections 3.2.11, 3.3.5 Contract Year One FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0013		1	Lot		
	Tank Engineering Variant-Ft.Leonard Wood FFP CDRLS (non-cost & not separately priced) Contract Year One FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001		UNDEFINED			

Tank Variant-Ft Benning
FFP
TV Tech Refresh (18 Systems) IAW the TV SOW section 3.0
Contract Year One

Range A 1-4 Each $_____
Range B 5-8 Each $_____
Range C 9-12 Each $_____
Range D 13-18 Each $_____
FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1002		UNDEFINED	Lot		

Tank Variant-Ft Benning
CPFF
TV Tech Refresh Development Environment IAW the TV SOW section 3.1
1 Lot = Design/Development/NRE
Contract Year One
FOB: Destination

MAX COST
FIXED FEE

TOTAL MAX COST + FEE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1003		UNDEFINED	Lot		
	Tank Variant-Ft Benning CPFF TV Tech Refresh System Integration IAW the TV SOW section 3.0 1 Lot = Design/Development/NRE Contract Year One FOB: Destination				
				MAX COST FIXED FEE	_____
				TOTAL MAX COST + FEE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1004		UNDEFINED	Lot		
	Tank Variant-Ft Benning CPFF TV Tech Refresh Testing IAW the TV SOW sections 3.1.3, 3.3.3.2, 3.3.3.3, 3.3.4, 3.3.5.3, 3.3.5.7, 3.4.2.1, 3.10 1 Lot = Design/Development/NRE Contract Year One FOB: Destination				
				MAX COST FIXED FEE	_____
				TOTAL MAX COST + FEE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1005		UNDEFINED	Lot		
	Tank Variant-Ft Benning CPFF TV Tech Refresh Engineering & Logistic Support IAW the TV SOW section 3.11 1 Lot = Design/Development/NRE Contract Year One FOB: Destination				
				MAX COST FIXED FEE	_____
				TOTAL MAX COST + FEE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1006		UNDEFINED	Lot		

Tank Variant-Ft Benning
CPFF
TV Tech Refresh New Equipment Training IAW the TV SOW section 3.9.1.1
1 Lot = Design/Development/NRE
Contract Year One
FOB: Destination

MAX COST
FIXED FEE

TOTAL MAX COST + FEE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1007		UNDEFINED			

Tank Variant-Ft Benning
FFP
TV Tech Refresh Spares/Consumeables/Special Test Tools IAW the TV SOW sections 3.5, 3.6.1, 3.6.3.1, 3.7.1, 3.7.2, 3.13
(Support for 18 Systems)

Contract Year One

Range A 1-4 Each $_____
Range B 5-8 Each $_____
Range C 9-12 Each $_____
Range D 13-18 Each $_____

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1008		1	Each		
	Tank Variant-Ft Benning FFP TV Tech Refresh Operators Manual IAW the TV SOW section 3.7.1 Contract Year One FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1009		1	Each		
	Tank Variant-Ft Benning FFP TV Tech Refresh Maintenance Manual IAW theTV SOW sections 3.7.2 (SMM); 3.7.3 (COTS) Contract Year One FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1010		1	Each		
	Tank Variant-Ft Benning FFP TV Tech Refresh Site Survey IAW the TV SOW section 3.12 Contract Year One FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1011		1	Lot		
	Tank Variant-Ft Benning FFP TV Tech RefreshCybersecurity IAW the TV SOW sections 3.2.11, 3.3.5 Contract Year One FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1012		1	Lot		
	Tank Variant-Ft Benning FFP TV Tech Refresh CDRLs (non-cost & not separately priced) Contract Year One FOB: Destination				
				MAX NET AMT	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1013		UNDEFINED			
	Tank Variant-Ft Benning FFP TV Concurrency/upgrade (18 Systems) IAW the TV SOW section 3.0 Contract Year One Range A 1-4 Each $_____ Range B 5-8 Each $_____ Range C 9-12 Each $_____ Range D 13-18 Each $_____ FOB: Destination				
				MAX NET AMT	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1014		UNDEFINED			

Tank Variant-Ft Benning
FFP
TV Concurrency/upgrade Spares/Consumeables/Special Test Tools IAW the TV SOW sections 3.5, 3.6.1, 3.6.3.1, 3.7.1, 3.7.2, 3.13
(Support for 18 Systems)
Contract Year One

Range A 1-4 Each $_____
Range B 5-8 Each $_____
Range C 9-12 Each $_____
Range D 13-18 Each $_____

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1015		1	Lot		

Tank Variant-Ft Benning
FFP
TV Concurrency/upgrade CDRLs
(non-cost & not separately priced)
Contract Year One
FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001		UNDEFINED			

Tactical Wheeled Variant-Ft.Leonard Wood
FFP
TWV Phase One Tech Refresh (14 Systems) IAW the TWV SOW section 3.0
Contract Year One

Range A 1-4 Each $_____
Range B 5-8 Each $_____
Range C 9-14 Each $_____

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2002		UNDEFINED	Lot		

Tactical Wheeled Variant-Ft.Leonard Wood
CPFF
TWV Phase One Development Environment IAW the TWV SOW section 3.1
1 Lot = Design/Development/NRE
Contract Year One
FOB: Destination

MAX COST
FIXED FEE

TOTAL MAX COST + FEE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2003		UNDEFINED	Lot		
	Tactical Wheeled Variant-Ft.Leonard Wood CPFF TWV Phase One System Integration IAW the TWV SOW section 3.0 1 Lot = Design/Development/NRE Contract Year One FOB: Destination				
				MAX COST FIXED FEE	_____
				TOTAL MAX COST + FEE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2004		UNDEFINED	Lot		
	Tactical Wheeled Variant-Ft.Leonard Wood CPFF TWV Phase One Testing IAW the TWV SOW section 1 Lot = Design/Development/NRE Contract Year One FOB: Destination				
				MAX COST FIXED FEE	_____
				TOTAL MAX COST + FEE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2005		UNDEFINED	Lot		
	Tactical Wheeled Variant-Ft.Leonard Wood CPFF TWV Phase One Engineering & Logistic Support IAW the TWV SOW section 3.11 1 Lot = Design/Development/NRE Contract Year One FOB: Destination				
				MAX COST FIXED FEE	_____
				TOTAL MAX COST + FEE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2006		1	Each		
	Tactical Wheeled Variant-Ft.Leonard Wood FFP TWV Phase OneTech Refresh New Equipment Training IAW the TWV SOW section 3.9.1.1 Contract Year One FOB: Destination				
				MAX NET AMT	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2007		1	Each		
	Tactical Wheeled Variant-Ft.Leonard Wood FFP TWV Phase One Tech Refresh Spares/Consumeables/Special Test Tool IAW the TWV SOW sections 3.5, 3.6.1, 3.6.3.1, 3.7.1, 3.7.2, 3.13 Contract Year One Range A 1-4 Each $_____ Range B 5-8 Each $_____ Range C 9-14 Each $_____ FOB: Destination				
				MAX NET AMT	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2008		1	Each		
	Tactical Wheeled Variant-Ft.Leonard Wood FFP TWV PH I Tech Refresh Operators Manual IAW the TWV SOW section 3.7.1 Contract Year One FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2009		1	Each		
	Tactical Wheeled Variant-Ft.Leonard Wood FFP TWV Phase One Tech Refresh Maintenance Manual IAW the TWV SOW sections 3.7.2 (SMM); 3.7.3 (COTS) Contract Year One FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2010		1	Each		

Tactical Wheeled Variant-Ft.Leonard Wood
FFP
TWV Phase One Site Survey IAW the TWV SOW section 3.12
Contract Year One
FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2011		UNDEFINED			

Tactical Wheeled Variant-Ft.Leonard Wood
FFP
TWV Phase One Procure (18 Systems) IAW the TWV SOW section 3.0
Contract Year One

Range A 1-4 Each $_____
Range B 5-8 Each $_____
Range C 9-12 Each $_____
Range D 13-18 Each $_____

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2012		UNDEFINED			

Tactical Wheeled Variant-Ft.Leonard Wood
FFP
TWV Phase One Procure (18 Systems) Spares/Consumeables/Special Test Tools
IAW the TWV SOW sections 3.5, 3.6.1, 3.6.3.1, 3.7.1, 3.7.2, 3.13
Contract Year One

Range A 1-4 Each $_____
Range B 5-8 Each $_____
Range C 9-12 Each $_____
Range D 13-18 Each $_____

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2013		1	Each		

Tactical Wheeled Variant-Ft.Leonard Wood
FFP
TWV Phase One Procure Operators Manual IAW the TWV SOW section 3.7.1
Contract Year One
FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2014		1	Each		
	Tactical Wheeled Variant-Ft.Leonard Wood FFP TWV Phase One Procure Maintenance Manual IAW the TWV SOW sections 3.7.2 (SMM); 3.7.3 (COTS) Contract Year One FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2015		1	Lot		
	Tactical Wheeled Variant-Ft.Leonard Wood FFP TWV Phase One Cybersecurity IAW the TWV SOW sections 3.2.11, 3.3.5 Contract Year One FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2016		1	Lot		
	Tactical Wheeled Variant-Ft.Leonard Wood FFP TWV Phase One CDRLs (non-cost & not separately priced) Contract Year One FOB: Destination				
				MAX NET AMT	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3001		UNDEFINED			
	Tactical Wheeled Variant-Ft.Leonard Wood FFP TWV Phase Two Procure-Fixed (32 Systems) IAW the TWV SOW section 3.0 Contract Year One Range A 1-4 Each $_____ Range B 5-8 Each $_____ Range C 9-12 Each $_____ Range D 13-20 Each $_____ Range E 21-32 Each $_____ FOB: Destination				
				MAX NET AMT	_____

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3002		UNDEFINED			

Tactical Wheeled Variant-Ft.Leonard Wood
FFP
TWV Phase Two Procure-Mobile (33 Systems) IAW the TWV SOW section3.0
Contract Year One

Range A 1-4 Each $_____
Range B 5-8 Each $_____
Range C 9-12 Each $_____
Range D 13-20 Each $_____
Range E 21-33 Each $_____
FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3003		UNDEFINED	Lot		

Tactical Wheeled Variant-Ft.Leonard Wood
CPFF
TWV Phase Two Development Environment IAW the TWV SOW section 3.1
1 Lot = Design/Development/NRE
Contract Year One
FOB: Destination

MAX COST
FIXED FEE

TOTAL MAX COST + FEE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3004		UNDEFINED	Lot		

Tactical Wheeled Variant-Ft.Leonard Wood
CPFF
TWV Phase Two System Integration IAW the TWV SOW section 3.0
1 Lot = Design/Development/NRE
Contract Year One
FOB: Destination

MAX COST
FIXED FEE _____

TOTAL MAX COST + FEE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3005		UNDEFINED	Lot		

Tactical Wheeled Variant-Ft.Leonard Wood
CPFF
TWV Phase Two Testing IAW the TWV SOW sections 3.1.3, 3.3.3.2, 3.3.3.3, 3.3.4, 3.3.5.3, 3.3.5.7, 3.4.2.1, 3.10
1 Lot = Design/Development/NRE
Contract Year One
FOB: Destination

MAX COST
FIXED FEE _____

TOTAL MAX COST + FEE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3006		UNDEFINED	Lot		

Tactical Wheeled Variant-Ft.Leonard Wood
CPFF
TWV Phase Two Engineering & Logistic Support IAW the TWV SOW section 3.11
1 Lot = Design/Development/NRE
Contract Year One
FOB: Destination

MAX COST
FIXED FEE _____

TOTAL MAX COST + FEE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3007		1	Each		
	Tactical Wheeled Variant-Ft.Leonard Wood FFP TWV Phase Two New Equipment Training IAW the TWV SOW section 3.9.1.1 Contract Year One FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3008		UNDEFINED			
	Tactical Wheeled Variant-Ft.Leonard Wood FFP TWV Phase Two Spares/Consumeables/Special Test Tools IAW the TWV SOW sections 3.5, 3.6.1, 3.6.3.1, 3.7.1, 3.7.2, 3.13 Contract Year One Range A 1-8 Each $_____ Range B 9-16 Each $_____ Range C 17-24 Each $_____ Range D 25-30 Each $_____ Range E 31-40 Each $_____ Range F 41-50 Each $_____ Range G 51-65 Each $_____ FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3009		1	Each		
	Tactical Wheeled Variant-Ft.Leonard Wood FFP TWV Phase Two Operators Manual IAW the TWV SOW section 3.7.1 Contract Year One FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3010		1	Each		
	Tactical Wheeled Variant-Ft.Leonard Wood FFP TWV Phase Two Maintenance Manual IAW the TWV SOW sections 3.7.2 (SMM); 3.7.3 (COTS) Contract Year One FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3011		1	Each		
	Tactical Wheeled Variant-Ft.Leonard Wood FFP TWV Phase Two Site Survey IAW the TWV SOW section 3.12 Contract Year One FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3012		1	Lot		
	Tactical Wheeled Variant-Ft.Leonard Wood FFP TWV Phase Two Cybersecurity IAW the TWV SOW sections 3.2.11, 3.3.5 Contract Year One FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3013		1	Lot		

Tactical Wheeled Variant-Ft.Leonard Wood
FFP
TWV Phase Two CDRLs (non-cost & not separately priced)
Contract Year One
FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4001		UNDEFINED			

MRAP Variant-Location TBD
FFP
MV Tech Refresh (19 Systems) IAW the MV SOW section 3.0
Contract Year One

Range A 1-3 Each $_____
Range B 4-6 Each $_____
Range C 7-10 Each $_____
Range C 11-15 Each $_____
Range D 16-19 Each $_____

FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4002		UNDEFINED	Lot		

MRAP Variant-Ft.Leonard Wood
CPFF
MV Development Environment IAW the MV SOW section 3.1
1 Lot = Design/Development/NRE
Contract Year One
FOB: Destination

MAX COST
FIXED FEE _____

TOTAL MAX COST + FEE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4003		UNDEFINED	Lot		

MRAP Variant-Ft.Leonard Wood
CPFF
MV System Integration IAW the MV SOW section 3.0
1 Lot = Design/Development/NRE
Contract Year One
FOB: Destination

MAX COST
FIXED FEE _____

TOTAL MAX COST + FEE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4004		UNDEFINED	Lot		

MRAP Variant-Ft.Leonard Wood
CPFF
MV Testing IAW the MV SOW sections 3.1.3, 3.3.3.2, 3.3.3.3, 3.3.4, 3.3.5.3, 3.3.5.7, 3.4.2.1, 3.10
1 Lot = Design/Development/NRE
Contract Year One
FOB: Destination

MAX COST
FIXED FEE _____

TOTAL MAX COST + FEE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4005		UNDEFINED	Lot		
	MRAP Variant-Ft.Leonard Wood CPFF MV Engineering & Logistic Support IAW the MV SOW section 3.11 1 Lot = Design/Development/NRE Contract Year One FOB: Destination				
				MAX COST FIXED FEE	
				TOTAL MAX COST + FEE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4006		1	Each		
	MRAP Variant-Ft.Leonard Wood FFP MV New Equipment Training IAW the MV SOW section 3.9.1.1 Contract Year One FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4007		UNDEFINED			

MRAP Variant-Ft.Leonard Wood
FFP
MV Spares/Consumeables/Special Test Tools IAW the MV SOW sections 3.5, 3.6.1, 3.6.3.1, 3.7.1, 3.7.2, 3.13
Contract Year One

Range A 1-3 Each $_____
Range B 4-6 Each $_____
Range C 7-10 Each $_____
FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4008		1	Each		

MRAP Variant-Ft.Leonard Wood
FFP
MV Operators Manual IAW the MV SOW section 3.7.1
Contract Year One
FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4009		1	Each		
	MRAP Variant-Ft.Leonard Wood FFP MV Maintenance Manual IAW the MV SOW sections 3.7.2 (SMM); 3.7.3 (COTS) Contract Year One FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4010		1	Each		
	MRAP Variant-Ft.Leonard Wood FFP MV Site Survey IAW the MV SOW section 3.12 Contract Year One FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4011		1	Lot		
	MRAP Variant-Ft.Leonard Wood FFP MV Cybersecurity IAW the MV SOW sections 3.2.11, 3.3.5 Contract Year One FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4012		1	Lot		
	MRAP Variant-Ft.Leonard Wood FFP MV CDRLs (non-cost & not separately priced) Contract Year One FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5001		1	Lot		

Stryker Variant-Location TBD
FFP
SV Tech Refresh (19 Systems) IAW the SV SOW section 3.0
Contract Year One

Range A 1-4 Each $_____
Range B 5-8 Each $_____
Range C 9-12 Each $_____
Range C 13-16 Each $_____
Range D 17-19 Each $_____
FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5002		UNDEFINED	Lot		

Stryker Variant-Ft. Lewis
CPFF
SV Development Environment IAW the SV SOW section 3.1
1 Lot = Design/Development/NRE
Contract Year One
FOB: Destination

MAX COST
FIXED FEE

TOTAL MAX COST + FEE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5003		UNDEFINED	Lot		
	Stryker Variant-Ft. Lewis CPFF SV System Integration IAW the SV SOW section 3.0 1 Lot = Design/Development/NRE Contract Year One FOB: Destination				
				MAX COST FIXED FEE	_____
				TOTAL MAX COST + FEE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5004		UNDEFINED	Lot		
	Stryker Variant-Ft. Lewis CPFF SV Testing IAW the SV SOW sections 3.1.3, 3.3.3.2, 3.3.3.3, 3.3.4, 3.3.5.3, 3.3.5.7, 3.4.2.1, 3.10 1 Lot = Design/Development/NRE Contract Year One FOB: Destination				
				MAX COST FIXED FEE	_____
				TOTAL MAX COST + FEE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5005		UNDEFINED	Lot		
	Stryker Variant-Ft. Lewis CPFF SV Engineering & Logistic Support IAW the SV SOW section 3.11 1 Lot = Design/Development/NRE Contract Year One FOB: Destination				
				MAX COST FIXED FEE	_____
				TOTAL MAX COST + FEE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5006		1	Each		
	Stryker Variant-Ft. Lewis FFP SV New Equipment Training IAW the SV SOW section 3.9.1.1 Contract Year One FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5007		1	Lot		
	Stryker Variant-Ft. Lewis FFP SV Spares/Consumeables/Special Test Tools (5 Systems) IAW the SV SOW sections 3.5, 3.6.1, 3.6.3.1, 3.7.1, 3.7.2, 3.13 Contract Year One FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5008		1	Each		
	Stryker Variant-Ft. Lewis FFP SV Operators Manual IAW the SV SOW section 3.7.1 Contract Year One FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5009		1	Each		
	Stryker Variant-Ft. Lewis FFP SV Maintenance Manual IAW the SV SOW sections 3.7.2 (SMM); 3.7.3 (COTS) Contract Year One FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5010		1	Each		
	Stryker Variant-Ft. Lewis FFP SV Site Survey IAW the SV SOW section 3.12 Contract Year One FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5011		1	Lot		
	Stryker Variant-Ft. Lewis FFP SV Cybersecurity IAW the SV SOW sections 3.2.11, 3.3.5 Contract Year One FOB: Destination				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5012		1	Lot		
	Stryker Variant-Ft. Lewis FFP SV CDRLs (non-cost & not separately priced) Contract Year One FOB: Destination				

MAX
NET AMT

Section C - Descriptions and Specifications

STATEMENT OF WORK

The Statements of Work and the Performance Specifications are contained as Attachments Section J.

Section D - Packaging and Marking

SECTION D

D.1 Packaging and Marking Procedures.

Preparation for delivery shall be in accordance with the general requirements of ASTMD-3951. The minimal packing requirements defined in paragraph 5.4 and table J-IXb, Code L, U and 6, of MILSTD-2017-1E shall also apply. Materiel shall be protected against physical and mechanical damage, and other forms of degradation during storage, multiple handling, and shipment. Protection for all electrostatic discharge sensitive items requires the use of packaging materials to counteract electrostatic and electromagnetic filed forces. Marking shall be in accordance with MIL-STD-129R.

D.1.1 Software, Technical Data, and Reports.

The Contractor shall preserve and package required software, technical data and reports delivered under this contract to deter theft and assure safe arrival to the destination without damage to contents. All software, technical data, and reports, shall be identified by the prime contract number, name and address of the prime contractor, and where applicable, the name and address of the subcontractor generating the data.

D.1.2 Spare/repair Parts and Consumables.

Spare and Repair parts and Consumable items scheduled for shipment shall be preserved and packaged by the Contractor to provide physical and mechanical protection, multiple handling, and shipment within the Life Cycle Contractor Support distribution system. Packaging shall accommodate placement into storage for a period of one (1) year in an enclosed environmentally controlled facility and shall still be suitable for redistribution without additional repackaging. Items shipped that have been identified as potentially harmful substances shall include a Product Material Safety Data Sheets (MSDS with the packing list inside the sealed pouch attached to the outside of the package.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government
0013	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
1006	Destination	Government	Destination	Government
1007	Destination	Government	Destination	Government
1008	Destination	Government	Destination	Government
1009	Destination	Government	Destination	Government
1010	Destination	Government	Destination	Government
1011	Destination	Government	Destination	Government
1012	Destination	Government	Destination	Government
1013	Destination	Government	Destination	Government
1014	Destination	Government	Destination	Government
1015	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
2005	Destination	Government	Destination	Government
2006	Destination	Government	Destination	Government
2007	Destination	Government	Destination	Government
2008	Destination	Government	Destination	Government
2009	Destination	Government	Destination	Government
2010	Destination	Government	Destination	Government
2011	Destination	Government	Destination	Government
2012	Destination	Government	Destination	Government
2013	Destination	Government	Destination	Government
2014	Destination	Government	Destination	Government
2015	Destination	Government	Destination	Government
2016	Destination	Government	Destination	Government

3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
3004	Destination	Government	Destination	Government
3005	Destination	Government	Destination	Government
3006	Destination	Government	Destination	Government
3007	Destination	Government	Destination	Government
3008	Destination	Government	Destination	Government
3009	Destination	Government	Destination	Government
3010	Destination	Government	Destination	Government
3011	Destination	Government	Destination	Government
3012	Destination	Government	Destination	Government
3013	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government
4004	Destination	Government	Destination	Government
4005	Destination	Government	Destination	Government
4006	Destination	Government	Destination	Government
4007	Destination	Government	Destination	Government
4008	Destination	Government	Destination	Government
4009	Destination	Government	Destination	Government
4010	Destination	Government	Destination	Government
4011	Destination	Government	Destination	Government
4012	Destination	Government	Destination	Government
5001	Destination	Government	Destination	Government
5002	Destination	Government	Destination	Government
5003	Destination	Government	Destination	Government
5004	Destination	Government	Destination	Government
5005	Destination	Government	Destination	Government
5006	Destination	Government	Destination	Government
5007	Destination	Government	Destination	Government
5008	Destination	Government	Destination	Government
5009	Destination	Government	Destination	Government
5010	Destination	Government	Destination	Government
5011	Destination	Government	Destination	Government
5012	Destination	Government	Destination	Government

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52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2008

Section F - Deliveries or Performance

DELIVERY
F.1 DELIVERY

F1.1 All items shall be delivered by the Contractor, F.O.B. Destination, all transportation charges prepaid, to the destinations specified in the contract. The term "delivery" means successful completion of all requirements set forth in the contract, to include manufacturing/installation, inspection and acceptance, as specified in each delivery order. Delivery is considered complete upon execution of an unconditional DD Form 250, Material Inspection and Receiving Report for items requiring submission of a DD Form 250 through the Wide Area Work Flow (WAWF) system, and/or upon receipt of a second endorsement acceptance by the Procuring Contracting Officer. There may be specific requirements for contratcors makign deliveries to Korea and Germany in support of the U.S. Government. The following links provide additional information (https://www.fcg.pentagon.mil/docs/KS.cfm) and (https://www.fcg.pentagon.mil/fcg.cfm)

The Government anticipates delivery to the following locations:

- Leonard Wood (three different facility addresses) TWV, TEV, SV
- Benning (one address) TV, SV, MV Cab
- JBLM (one address) SV, MV
- Carson (one address) SV, MV
- Colton CA (one address) SV
- Wrainwright, AK (one address) SV, MV Cab
- Bliss (one address) MV, SV Cab
- Hood (one address) MV, SV Cab
- Riley (one address) MV
- Camp Shelby (one address) MV
- FIG (one address) SV and MV cab
- Ft McCoy (one address) MV
- Atterbury (one address) MV
- Dix (one address) MV
- Bragg (one address) MV
- Stewart (one address) MV
- Korea (one address) MV
- Germany (one address) SV, MV Cab
- Drum (one address) MV
- Campbell (one address) MV

F.1.2 TECHNICAL DATA AND INFORMATION

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Exhibit A, B and C, attached hereto, and the following:
(a) The contractor shall concurrently deliver technical data and information per DD Form 1423, Blocks 12 and 13 (date of first/subsequent submission) to all activities listed in Block 14 of the DD Form 1423 (distribution and addresses) for each item. Complete addresses for the abbreviations in Block 14 are shown in paragraph (g) below. Additionally, the technical data shall be delivered to the following cognizant codes, which are listed in Block 6 of the DD Form 1423.
(1) PCO, Eric C. Hertl, ACC-ORL-OPA
(2) ACO, Code (See block 6 for code and office address)
(b) Partial delivery of data is not acceptable unless specifically authorized on the DD Form 1423, or unless approved in writing by the PCO.
(c) The Government review period provided on the DD Form 1423 for each item commences upon receipt of all required data by the technical activity designated in Block 6.
(d) A copy of all other correspondence addressed to the Contracting Officer relating to data item requirements (i.e., status of delivery) shall also be provided to the codes reflected above and the technical activity responsible for

the data item per Block 6, if not one of the activities listed above.
(e) The PCO reserves the right to issue unilateral modifications to change the destination codes and addresses for all technical data and information at no additional cost to the Government.
(f) Unless otherwise specified in writing, rejected data items shall be resubmitted within thirty (30) days after receipt of notice of rejection.
(g) DD Form 1423, Block 14 Mailing Addresses: CPT Stephen Kirouac, U.S. Army, PEO STRI, ATTN: SFAE-STRI-TRADE-GCTT, 12350 Research Parkway, Orlando, FL 32826.
APM: CPT Stephen Kirouac, SFAE-STRI-TRADE-GCTT, 12350 Research Parkway, Orlando, FL 32826
PCO: Eric C. Hertl, ACC-ORL-OPA, via Contract Specialist (CS)
CS: Blake McIlvane, ACC-ORL-OPA, blake.l.mcilvane.civ@mail.mil

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52.211-8 TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

Item Number	Quantity	Months After Contract Award
0001	01 Lot	18 mos.
0002	01 Lot	18 mos.
0003	01 Lot	18 mos.
0004	01 Lot	18 mos.
0005	01 Lot	18 mos.
0006	01 Each	18 mos.
0007	01 Lot	18 mos.
0008	01 Each	18 mos.
0009	01 Each	18 mos.
0010	01 Each	6 mos.
0011	01 Each	12 mos.
0012	01 Lot	12 mos.
0013	01 Lot	18 mos.
1001	01 Each	24 mos.
1002	01 Lot	24 mos.
1003	01 Lot	24 mos.
1004	01 Lot	24 mos.
1005	01 Lot	24 mos.
1006	01 Each	24 mos.
1007	01 Each	24 mos.
1008	01 Each	24 mos.
1009	01 Each	24 mos.
1010	01 Each	6 mos.
1011	01 Lot	12 mos.
1012	01 Lot	24 mos.
1013	01 Each	24 mos.
1014	01 Each	24 mos.
1015	01 Lot	24 mos.
2001	01 Each	12 mos.
2002	01 Lot	12 mos.
2003	01 Lot	12 mos.
2004	01 Lot	12 mos.

2005	01 Lot	12 mos.
2006	01 Each	12 mos.
2007	01 Each	12 mos.
2008	01 Each	12 mos.
2009	01 Each	12 mos.
2010	01 Each	6 mos.
2011	01 Each	24 mos.
2012	01 Each	24 mos.
2013	01 Each	24 mos.
2014	01 Each	24 mos.
2015	01 Lot	12 mos.
2016	01 Lot	24 mos.
3001	01 Each	36 mos.
3002	01 Lot	36 mos.
3003	01 Lot	36 mos.
3004	01 Lot	36 mos.
3005	01 Lot	36 mos.
3006	01 Each	36 mos.
3007	01 Each	36 mos.
3008	01 Each	36 mos.
3009	01 Each	36 mos.
3010	01 Each	36 mos.
3011	01 Each	12 mos.
3012	01 Lot	24 mos.
3013	01 Lot	36 mos.
4001	01 Each	12 mos.
4002	01 Lot	12 mos.
4003	01 Lot	12 mos.
4004	01 Lot	12 mos.
4005	01 Lot	12 mos.
4006	01 Each	12 mos.
4007	01 Each	12 mos.
4008	01 Each	12 mos.
4009	01 Each	12 mos.
4010	01 Each	6 mos.
4011	01 Lot	12 mos.
4012	01 Lot	12 mos.
5001	01 Lot	12 mos.
5002	01 Lot	12 mos.
5003	01 Lot	12 mos.
5004	01 Lot	12 mos.
5005	01 Lot	12 mos.
5006	01 Each	12 mos.
5007	01 Lot	12 mos.
5008	01 Each	12 mos.
5009	01 Each	12 mos.
5010	01 Each	6 mos.
5011	01 Lot	12 mos.
5012	01 Lot	12 mos.

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered **nonresponsive and rejected**. The

Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

Item Number	Quantity	Months After Contract Award
0001	01 Lot	
0002	01 Lot	
0003	01 Lot	
0004	01 Lot	
0005	01 Lot	
0006	01 Each	
0007	01 Lot	
0008	01 Each	
0009	01 Each	
0010	01 Each	
0011	01 Each	
0012	01 Lot	
0013	01 Lot	
1001	01 Each	
1002	01 Lot	
1003	01 Lot	
1004	01 Lot	
1005	01 Lot	
1006	01 Each	
1007	01 Each	
1008	01 Each	
1009	01 Each	
1010	01 Each	
1011	01 Lot	
1012	01 Lot	
1013	01 Each	
1014	01 Each	
1015	01 Lot	
2001	01 Each	
2002	01 Lot	
2003	01 Lot	
2004	01 Lot	
2005	01 Lot	
2006	01 Each	
2007	01 Each	
2008	01 Each	
2009	01 Each	
2010	01 Each	
2011	01 Each	
2012	01 Each	
2013	01 Each	
2014	01 Each	
2015	01 Lot	
2016	01 Lot	
3001	01 Each	
3002	01 Lot	

3003	01 Lot	
3004	01 Lot	
3005	01 Lot	
3006	01 Each	
3007	01 Each	
3008	01 Each	
3009	01 Each	
3010	01 Each	
3011	01 Each	
3012	01 Lot	
3013	01 Lot	
4001	01 Each	
4002	01 Lot	
4003	01 Lot	
4004	01 Lot	
4005	01 Lot	
4006	01 Each	
4007	01 Each	
4008	01 Each	
4009	01 Each	
4010	01 Each	
4011	01 Lot	
4012	01 Lot	
5001	01 Lot	
5002	01 Lot	
5003	01 Lot	
5004	01 Lot	
5005	01 Lot	
5006	01 Each	
5007	01 Lot	
5008	01 Each	
5009	01 Each	
5010	01 Each	
5011	01 Lot	
5012	01 Lot	

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of clause)

Section G - Contract Administration Data

G.1 CONTRACTOR'S AUTHORIZED CONTRACT COORDINATOR AND TECHNICAL LIAISON

(a) The contractor shall state below the name and telephone numbers of the contractor's employees responsible for coordination of contract functions/liaison with the Contracting Officer and/or Contract administrator, and providing technical assistance as required regarding product specifications, functionality, etc.

CONTRACT COORDINATOR:
NAME: _____
PHONE (BUS): _____
PHONE (AFTER HOURS): _____
ALTERNATE:
NAME: _____
PHONE (BUS): _____
PHONE (AFTER HOURS): _____

(b) The contractor shall notify the Contracting Officer and/or Contract Administrator in advance, in writing, of any changes in the above listed personnel.

G.2 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)

(a) The Contracting Officer has designated Mr. Kevin Nguyen, 12211 Science Drive, Orlando, FL 32826 as the authorized Contracting Officer's Representative (COR) for this contract.
(b) The duties of the COR are limited to the following:
1. Ensure contractor personnel requiring access to the Government facilities adhere to the check-in and out procedures.
2. Work cooperatively with members of the acquisition team.
3. Review, comment, and report on the contractor's progress and ensure the contractor complies with reporting requirements.
4. Read and understand the COR's role and responsibilities in the Contractor Performance Assessment Reporting Systems (CPARS) process to include maintaining documentation that supports the CPARS assessments.
5. Provide an independent government estimate of desired or ordered work.
6. Keep track of funds expended and remaining funds available so as not to overspend on the contract or order.
7. Accept services and/or deliverables when completed, unless otherwise specified in the contract or order, and certify when all deliverables have been accepted by the government.
8. Pay particular attention to the timely review of invoices (as applicable).
9. Obtain refresher training as required by the Contracting Officer.
10. Promptly notify and provide recommended corrective action to the Contracting Officer and the COR's superior of any of the following:
a. Any violation of or deviation from the technical requirements of the contract.
b. Inefficient or wasteful methods in use by the contractor, including the contractor exceeding the requirements of the order or contract.
c. Any contractor request for changes to the contract.
d. Issues that require clarification or resolution.
e. Instances where funds may be insufficient to complete the contract or order.
f. Conditions requiring a replacement for you as COR.
g. Improper use of government material, equipment, or property.
11. Ensure the contract does not become a vehicle for personal services.
12. Review engineering studies, design, or value engineering proposals submitted by the contractor to determine their feasibility.
13. When required, review, comment, and report on the annual and final performance assessment reports of the contractor as to compliance with technical instructions, timeliness, and any problems associated with the contract or order, in a timely manner.
14. Address contribution in the annual performance review.

G.3 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION

(a) During the performance of this contract, the Government may use an independent services contractor (ISC), who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents submitted to the Government during performance.

(b) The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above.

(c) Since the ISC is neither an employee nor agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.

(d) The prime contractor acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information (other than restricted cost or pricing data), which is proprietary to the prime contractor.

(e) To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer.

G.4 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER

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

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

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is: **Mr. Eric C. Hertl**, Procuring Contracting Officer, 12211 Science Drive, Orlando, FL 32826 Phone: (407) 208-3474.

CLAUSES INCORPORATED BY REFERENCE

52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-29	F.O.B. Origin	FEB 2006
52.247-34	F.O.B. Destination	NOV 1991

Section H - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTS

H.1 AVAILABILITY OF DATA ITEM DESCRIPTIONS (DIDs)

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

H.2 LIABILITY INSURANCE

The following types of insurance are required in accordance with the Clause entitled, "FAR 52.228-5, "Insurance--Work on a Government Installation" and shall be maintained in the minimum amounts shown:

(a) Comprehensive General Liability: $200,000 per person and $500,000 or other per accident for bodily injury.

(b) Automobile Insurance: $200,000 per person and $500,000 per accident for bodily injury and $500,000 per accident for property damage.

(c) Standard Workman's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of $100,000.

(d) Aircraft public and passenger liability: $$200,000 per person and $500,000 per occurrence for bodily injury, other than passenger liability; $ $200,000 per occurrence for property damage. Passenger bodily injury liability limits of $200,000 per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

H.3 INTELLECTUAL PROPERTY

The Government requires rights in technical data and computer software that will permit the Government to fully support, maintain, and modify the Common Driver Trainer in a competitive environment throughout the program life cycle. Specifically, the Government intends to have training programs and devices operated, maintained and supported throughout its life cycle by competitively-awarded contract, when possible. The Government contemplates that the device's life cycle will include life cycle extension. Efforts may include, for example: modifications by or for the Government in hardware and software (including firmware) to retain training integrity with the operational equipment as it is changed, altered or enhanced; additional modifications or changes to the hardware and software for training purposes related to the training device; rehosting the software on improved hardware for training devices; making additions to the hardware suite(s) and/or combining the software with other software; providing the supporting contractor(s) with access to the delivered software for any purpose whatsoever related to the program and training devices; and, use of the software and documentation by the supporting contractor(s) at its facility to perform its contractual requirements(s) for purposes of the training device.

Accordingly, the contractor is required to provide the means, by which the Government shall be permitted to use, modify, reproduce, release, perform, display and/or disclose in a competitive environment the data and computer software required by the Contract that would otherwise be furnished with restrictions. At a minimum, the contractor shall provide means that (1) at any practical sub-item or subcomponent level or for any segregate portion of a process (i.e.; software), DFARS 227.7103-4(b), and (2) include data bases, design information and software (including source code), or an alternative means that will permit the Government in a competitive environment to fully support and maintain the training device(s) to which the items pertain. Although the contractor is expected to use COTS technical data and computer software to the maximum extent practicable, the aforementioned Government requirements may necessitate the use of special licensing agreements and/or developmental software when the Government's minimum, necessary rights cannot otherwise be obtained.

H.4 ELECTRONIC TRANSMISSION OF PROPRIETARY DATA

Contractor shall be fully capable and willing to electronically transmit proprietary data to the Government. This data may consist of contract deliverables or pricing data required for proposal evaluation. Any software required by the Government to receive the contractor-transmitted proprietary data that the Government does not already possess shall be provided by the contractor at no cost to the Government.

H.5 ORGANIZATIONAL CONFLICTS OF INTEREST

(a) Purpose. This clause seeks to ensure that the contractor (1) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract, and (2) is not biased because of its current or planned

interests (financial, contractual, organizational or otherwise) that relate to the work under this contract.
(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor (as defined in paragraph (d)(7)) in the activities covered by this clause.
(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in this contract will specify to which suppliers and/or equipment subparagraph (e) restrictions apply.
(2) The financial, contractual, organizational and other interests of contractor personnel performing work under this contract shall be deemed to be the interests of the contractor for the purposes of determining the existence of an Organizational Conflict of Interest. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.
(c) Waiver. Any request for waiver of the provisions of this clause shall be submitted in writing to the Procuring Contracting Officer. The request for waiver shall set forth all relevant factors including proposed contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest. No waiver shall be granted by the Government with respect to prohibitions pursuant to access to proprietary data.
(d) Definitions. For purposes of application of this clause only, the following definitions are applicable:

(e) "System" includes system, major component, subassembly or subsystem, project, or item.

(f) "Non-developmental items" as defined in FAR 2.101.

(g) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-1(b).

(h) "Technical direction" (TD) includes, but is not limited to, the activities in FAR 9.505-1(b).

(i) "Advisory and Assistance Services" (AAS) are those services acquired from non-governmental sources to support or improve agency policy development or decision making; or, to support or improve the management of organizations or the operation of hardware systems. Such services may encompass consulting activities, engineering and technical services, management support services and studies, analyses and evaluations.

(j) "Consultant services" as defined in FAR 31.205-33(a).

(k) "Contractor", for the purposes of this clause, means the firm signing this contract, its subsidiaries and affiliates, joint ventures involving the firm, any entity with which the firm may hereafter merge or affiliate, and any other successor or assignee of the firm.

(l) "Affiliates," means officers or employees of the prime contractor and first tier subcontractors involved in the program and technical decision-making process concerning this contract.

(m) "Interest" means organizational or financial interest.

(n) "Weapons system supplier" means any prime contractor or first tier subcontractor engaged in, or having a known prospective interest in the development, production or analysis of any of the weapon systems, as well as any major component or subassembly of such system.

(e) Contracting restrictions.

(1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of six(6) months after the date of completion of the contract. (FAR 9.505-1(a)).

(2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their sub ystems extends for a period of [insert the period of prohibition] after the terms of this contract. (FAR 9.505-2(a)(1))

(3) To the extent the contractor prepares or assists in preparing a statement of work to be used in

competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or a contractor involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of [insert the period of prohibition] after the terms of this contract. (FAR 9.505-2(b)(1))

(4) To the extent work to be performed under this contract requires evaluation of offers for products or services, a contract will not be awarded to a contractor that will evaluate its own offers for products or services, or those of a competitor, without proper safeguards to ensure objectivity to protect the Government's interests. Contractor agrees to the terms and conditions set forth in the Statement of Work that are established to ensure objectivity to protect the Government's interests. (FAR 9.505-3)

(5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505-4(b))

(6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) that is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with [insert the period of prohibition] after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing.

(7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any such work under this contract on any of its products or services, or the products or services of another firm for which the contractor performs similar work. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for AAS.

(f) Remedies. In the event the contractor fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the provisions of this contract. If such noncompliance is the result of conflicting financial interest involving contractor personnel performing work under this contract, the Government may require the contractor to remove such personnel from performance of work under this contract. Further, the Government may elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government rom electing any other appropriate remedies afforded by other provisions of this contract, or statute or regulation.

(g) Disclosure of Potential Conflicts of Interest. The contractor recognizes that during the term of this contract, conditions may change which may give rise to the appearance of a new conflict of interest. In such an event, the contractor shall disclose to the Government information concerning the new conflict of interest. The contractor shall provide, as a minimum, the following information:
(1) a description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;
(2) a description of the work to be performed;
(3) the dollar amount;
(4) the period of performance; and
(5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

H.6 NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA

(a) Export of information contained herein, which includes release to foreign nationals within the United States, without first obtaining approval or license from the Department of State for items controlled by the International Traffic in Arms Regulations (ITARS), or the Department of Commerce for items controlled by the Export Administration Regulations (EAR), may constitute a violation oflaw.

(b) For violation of export laws, the contractor, its employees, officials or agents are subject to:
(1) Imprisonment and/or imposition of criminal fines; and
(2) Suspension or debarment from future Government contracting actions.

(c) The Government shall not be liable for any unauthorized use or release of export-controlled information, technical data or specifications in this contract.

(d) The contractor shall include the provisions or paragraphs (a) through (c) above in any subcontracts awarded under this contract.

H.7 GOVERNMENT FURNISHED INFORMATION

(a) Definitions. As used in this clause—
"Government-furnished information" means information (1) in the possession of, or directly acquired by, the Government whereby the Government has title to or license rights in the information, and (2) subsequently furnished to the Contractor for performance of a contract.

"Information" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data including computer databases, computer software, and computer software documentation, and information such as financial, administrative, cost or pricing, or management information.

(b) The Government shall deliver to the Contractor the Government-furnished information (GFI) described in **Attachment 11** of this contract. The Government shall furnish related information needed for the intended use of the GFI.

(c) Software and intellectual property are forms of GFI that are not considered Government Property or Government Furnished Equipment as described in FAR 52.245-1. To the extent GFI has been described as Government Furnished Equipment or Property in other communications related to this procurement, any such Government Furnished Equipment references were in error and do not govern the parties to this contract.

(d) All technical data and computer software (as defined in DFARS 252.227-7013 and DFARS 252.227-7014) furnished by the Government is in an "as is" condition without any warranty as to its accuracy, completeness, or

adequacy. The contractor shall use this technical data and computer software at its own risk. The Government assumes no responsibility for such furnished data/documentation/computer software nor will the Government have any liability for equitable adjustments to the terms and conditions of this contract should such data, documentation, or computer software prove to be inaccurate, incomplete, or otherwise defective.

(e) The Government shall retain title to or license rights in all GFI. Title to or license rights in GFI shall not be affected by its incorporation into or attachment to any information not owned by or licensed to the Government.

(f) The Contractor agrees to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of Government- furnished information received from the Government by the Contractor or by any person to whom the Contractor has released or disclosed such Government Furnished Technical Data.

H.8 CREDENTIALING (COMMON ACCESS CARDS (CAC))

The Contractor shall ensure that all employees required to travel to military installations, government agencies and other DOD contractors facilities directly supporting this contract only, provide all information required for background checks to meet installation access requirements as directed by the installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DoD, HQDA, and/or local policy. In addition to changes otherwise authorized by the changes clause of the contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the government may require changes in Contractor security matters or processes.

The Common Access Card (CAC) shall be the principal identity credential for supporting access to DOD installations, facilities, buildings, controlled spaces, and access to U.S. Government information systems. A National Agency Check with Inquiries (NACI) or equivalent national security clearance (e.g. National Agency Check with Local Agency Checks including Credit Check (NACLC)) will be required for permanent issuance of the credential. The Government may issue the credential upon favorable return of the Federal Bureau of Investigations (FBI) fingerprint check, pending final favorable completion of the NACI or equivalent. There shall be no additional NACI or equivalent submission for an individual holding a valid national security clearance.

As an uncleared FOCI company, access to restricted areas, controlled unclassified information (sensitive unclassified information), or Government equipment by contractor personnel shall be limited to those individuals who have been determined trustworthy as a result of the favorable completion of a National Agency Check with Inquiries (NACI) (or equivalent) and has a need-to-know and/or who are under the escort of appropriately cleared personnel.

Where escorting such persons is not feasible, a NACI (or equivalent) shall be conducted and favorably reviewed by the appropriate DOD component, agency, or activity prior to permitting such access. Contractor shall use the Standard Form 85P (Questionnaire for Public Trust Positions) in order to access to controlled unclassified information. Contractor shall submit the Standard Form 85P as required and specified for individual DOs.

Contractor shall account for all forms of U.S Government-provided identification credentials issued to Contractor employees in connection with performance of this contract. Contractor shall return such identification credentials to the issuing agency at the earliest of any of the circumstances listed below, unless otherwise determined by the U.S. Government. The contracting officer may delay final payment under an individual DO if Contractor fails to comply with these requirements. The contractor shall return all identification credentials when;

1. No longer needed for contract performance.
2. Completion of Contractor employee's employment.
3. Contract completion or termination.

H.9 ACCESS WITHOUT CREDENTIAL

For all contractor employees who do not require a Common Access Card (CAC), they must comply with

adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05/AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided bygovernment represe e with status of forces agreements and other theater regulations.

H.10 SMALL BUSINESS PARTICIPATION

After contract award, Small Business Participation data shall be submitted on a semi-annual basis in accordance with the Small Business Participation form, included as a attachment to the contract. If, at any time during contract performance, the Contracting Officer determines that Small Business participation levels are not being maintained at or above the requirement, the Contractor will be required to submit a plan for reallocating resources in a manner that will ensure the requirement will be met. The reallocation plan should be submitted no later than 15 days after notice from the Contracting Officer and implementation should begin within 20 days thereafter.

Awardees proposed Small Business Participation Commitment Document and requirements will be incorporated into the resulting contract as a Section J attachment. Small Business participation dollars and percentages shall be measured by comparing the total actual contract dollars performed by Small Business concerns to the total yearly obligated value of the contract. Failure to meet the overall Small Business Participation in each 12 months of performance beginning upon contract award will affect the assessment provided in the Contractor Performance Assessment Report under Utilization of Small Business.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2016
52.204-16	Commercial and Government Entity Code Reporting	JUL 2016
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under and Federal Law	FEB 2016
52.210-1	Market Research	APR 2011
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-7	Allowable Cost And Payment	JUN 2013
52.216-8	Fixed Fee	JUN 2011
52.217-3	Evaluation Exclusive Of Options	APR 1984
52.219-8	Utilization of Small Business Concerns	NOV 2016
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	OCT 2016
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding $15,000	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010

52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-16	Acquisition of EPEAT (R) - Registered Personal Computer Products	OCT 2015
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.223-20	Aerosols	JUN 2016
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.227-1 Alt I	Authorization And Consent (Dec 2007) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.227-11	Patent Rights--Ownership By The Contractor	MAY 2014
52.227-19	Commercial Computer Software License	DEC 2007
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
52.230-2	Cost Accounting Standards	OCT 2015
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-16	Progress Payments	APR 2012
52.232-18	Availability Of Funds	APR 1984
52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JAN 2017
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
52.233-2	Service Of Protest	SEP 2006
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-6	Change Order Accounting	APR 1984
52.243-7	Notification Of Changes	JAN 2017
52.244-6	Subcontracts for Commercial Items	NOV 2017
52.245-1	Government Property	JAN 2017
52.245-9	Use And Charges	APR 2012
52.246-24	Limitation Of Liability--High-Value Items	FEB 1997

52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7004	Display of Hotline Posters	OCT 2016
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.211-7003	Item Unique Identification and Valuation	MAR 2016
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Dec 2016)	DEC 2016
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2016
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	OCT 2015
252.225-7012	Preference For Certain Domestic Commodities	DEC 2016
252.225-7013	Duty-Free Entry--Basic (May 2016)	MAY 2016
252.225-7041	Correspondence in English	JUN 1997
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
252.232-7010	Levies on Contract Payments	DEC 2006
252.239-7000	Protection Against Compromising Emanations	JUN 2004
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.239-7010	Cloud Computing Services	OCT 2016
252.242-7004	Material Management And Accounting System	MAY 2011

252.242-7005	Contractor Business Systems	FEB 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	SEP 2016
252.246-7001	Warranty Of Data	MAR 2014
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	AUG 2016
252.247-7023	Transportation of Supplies by Sea	APR 2014

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from 08 Apr 2019 through 08 Apr 2026.

(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) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $50,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

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

(2) Any order for a combination of items in excess of $25,000,000.00; or

(3) A series of orders from the same ordering office within 60 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 30

days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 08Apr 2028.

(End of clause)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within the period of performance listed in the delivery order. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 7

years.
(End of clause)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

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

``Active duty wartime or campaign badge veteran,'' ``Armed Forces service medal veteran,'' ``disabled veteran,'' ``protected veteran,'' ``qualified disabled veteran,'' and ``recently separated veteran'' have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of $150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.227-3 PATENT INDEMNITY (APR 1984) - ALTERNATE I (APR 1984)

(a) The Contractor shall indemnify the Government and its officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now

or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this contract, or out of the use or disposal by or for the account of the Government of such supplies or construction work.

(b) This indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the Government of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the Contractor, (2) an infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a claimed infringement that is unreasonably settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

(c) This patent indemnification shall not apply to the following items:

Non-commercial items provided in execution of this contract.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

http://farsite.hill.af.mil/vffar1.htm

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

(a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and

(b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Cyber incident reporting requirement.

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

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

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

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

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see http://iase.disa.mil/pki/eca/Pages/index.aspx.

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

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

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

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

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

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

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

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

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

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

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

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

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

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

(m) Subcontracts. The Contractor shall--

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

(2) Require subcontractors to--

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

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

(End of clause)

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)

(a) Definitions. As used in this clause-

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data Matrix means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

DoD item unique identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Type designation means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier. (1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is $5,000 or more, except for the following line items:

Contract line, subline, or exhibit line item No.	Item description
None	

(ii) Items for which the Government's unit acquisition cost is less than $5,000 that are identified in the Schedule or the following table:

Contract line, subline, or exhibit line item No.	Item description
None	

(If items are identified in the Schedule, insert ``See Schedule'' in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number 11 (if any).

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number 11 (if any).

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or

(iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number (if there is serialization within the original part number).**

(7) Lot or batch number (if there is serialization within the lot or batch number).**

(8) Current part number (optional and only if not the same as the original part number).**

(9) Current part number effective date (optional and only if current part number is used).**

(10) Serial number (if concatenated unique item identifier is used).**

(11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at http://dodprocurementtoolbox.com/site/uidregistry/.

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at http://dodprocurementtoolbox.com/site/uidregistry/; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ----, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by subcontract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

252.225-7048 EXPORT-CONTROLLED ITEMS (JUNE 2013)

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

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

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

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

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

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

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

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

(3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);

(4) The Export Administration Regulations (15 CFR Parts 730-774);

(5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and

(6) Executive Order 13222, as extended.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)

252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (FEB 2014)

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

(1) Computer data base means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) Computer program means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) Computer software means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) Computer software documentation means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) Covered Government support contractor means a contractor (other than a litigation support contractor covered by 252.204-7014) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor--

(i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

(ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(6) Detailed manufacturing or process data means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(7) Developed means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that

there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed," the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

(8) Developed exclusively at private expense means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(9) Developed exclusively with government funds means development was not accomplished exclusively or partially at private expense.

(10) Developed with mixed funding means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(11) Form, fit, and function data means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(12) Government purpose means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

(13) Government purpose rights means the rights to--

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

(14) Limited rights means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release, or disclose such data or authorize the use or reproduction of the data by persons outside the Government if--

(i) The reproduction, release, disclosure, or use is--

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to--

(1) A covered Government support contractor in performance of its covered Government support contract for use, modification, reproduction, performance, display, or release or disclosure to a person authorized to receive limited rights technical data; or

(2) A foreign government, of technical data other than detailed manufacturing or process data, when use of such databy the foreign government is in the interest of the Government and is required for evaluational or informational purposes;

(ii) The recipient of the technical data is subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(iii) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(15) Technical data means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(16) Unlimited rights means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) Rights in technical data. The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):

(1) Unlimited rights.

The Government shall have unlimited rights in technical data that are--

(i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

(v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(vi) Corrections or changes to technical data furnished to the Contractor by the Government;

(vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or

(ix) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with--

(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

(2) Government purpose rights.

(i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data--

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

(iii) The Government shall not release or disclose technical data in which it has government purpose rights unless-

(A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS); or

(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.

(3) Limited rights.

(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data--

(A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.

(iv) The Contractor acknowledges that--

(A) Limited rights data are authorized to be released or disclosed to covered Government support contractors;

(B) The Contractor will be notified of such release or disclosure;

(C) The Contractor (or the party asserting restrictions as identified in the limited rights legend) may require each such covered Government support contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support contractor's use of such data, or alternatively, that the Contractor (or party asserting restrictions) may waive in writing the requirement for a non-disclosure agreement; and

(D) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the limited rights data as set forth in the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. The non-disclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement.

(E) The Contractor shall provide a copy of any such non-disclosure agreement or waiver to the Contracting Officer, upon request.

(4) Specifically negotiated license rights.

The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(14) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights.

Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless--

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability.

The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(14) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

(c) Contractor rights in technical data. All rights not granted to the Government are retained by the Contractor.

(d) Third party copyrighted data. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(e) Identification and delivery of data to be furnished with restrictions on use, release, or disclosure. (1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, technical data that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor: Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted--

Technical data to be Furnished With Restrictions \1/	Basis for Assertion \2/	Asserted Rights Category \3/	Name of Person Asserting Restrictions \4/
(LIST)	(LIST)	(LIST)	(LIST)

\1/ If the assertion is applicable to items, components or processes developed at private expense, identify both the data and each such items, component, or process.

\2/ Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

\3/ Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

\4/ Corporation, individual, or other person, as appropriate.
Date _____

Printed Name and Title _____

_____

Signature _____

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.

(f) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the limited rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Data delivered or otherwise furnished to the Government purpose rights shall be marked as follows:

Government Purpose Rights

Contract No. _____

Contractor Name _____

Contractor Address _____

_____

Expiration Date _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Limited rights markings. Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

Limited Rights

Contract No. _____

Contractor Name _____

Contractor Address _____

_____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings. (i) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

Special License Rights

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. _____ (Insert contract number) _____, License No. _____ (Insert license identifier) _____. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing data markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records. Throughout performance of this contract, the Contractor and its subcontractors or suppliersthat will deliver technical data with other than unlimited rights, shall--

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

(h) Removal of unjustified and nonconforming markings. (1) Unjustified technical data markings. The rights and obligations of the parties regarding the validation of restrictive markings on technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.

(2) Nonconforming technical data markings. A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming

marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(i) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) Limitation on charges for rights in technical data. (1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when--

(i) The Government has acquired, by any means, the same or greater rights in the data; or

(ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause--

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) Applicability to subcontractors or suppliers. (1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.

(2) Whenever any technical data for noncommercial items, or for commercial items developed in any part at Government expense, is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, including subcontracts or other contractual instruments for commercial items, and requireits subcontractors or suppliers to do so, without alteration, except to identify the parties. This clause will govern the technical data pertaining to noncommercial items or to any portion of a commercial item that was developed in any part at Government expense, and the clause at 252.227-7015 will govern the technical data pertaining to any portion of a commercial item that was developed exclusively at private expense. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers. (5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligations to the Government.

(End of clause)

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS. (JAN 2011)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions ****
(LIST) *****	(LIST)	(LIST)	(LIST)

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

****Corporation, individual, or other person, as appropriate.

*****Enter "none" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

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

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

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

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

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

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

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

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

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

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through

WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at https://wawf.eb.mil/.

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

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

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

(TBD by CLIN at award)

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

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

Destination / Destination

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

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	TBD
Issue By DoDAAC	W900KK
Admin DoDAAC	TBD
Inspect By DoDAAC	W906ZL
Ship To Code	W906ZL
Ship From Code	____
Mark For Code	____
Service Approver (DoDAAC)	W906ZL
Service Acceptor (DoDAAC)	W906ZL
Accept at Other DoDAAC	____
LPO DoDAAC	____
DCAA Auditor DoDAAC	TBD
Other DoDAAC(s)	____

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

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

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

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

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

Ronald J. Crowder WAWF Administrator (407) 208-3032 - ronald.j.crowder.civ@mail.mil
Thomas J. Bunch WAWF Alt (407) 384-3792 - thomas.j.bunch.civ@mail.mil

(Contracting Officer: Insert applicable information or “Not applicable.”)

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

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

Type	Name	# of Pages
Exhibit A	A001-A00Q	26
Exhibit B	B001-B005	6
Exhibit C	C001-C002	4
Attachment 1	Statement of Work CDT VPL Base	57
Attachment 2	Statement of Work CDT VPL Mine Resistant Ambush Protected Variant	52
Attachment 3	Statement of Work CDT VPL Stryker Variant	52
Attachment 4	Statement of Work CDT VPL Tank Variant	52
Attachment 5	Statement of Work CDT VPL Tactical Wheeled Variant Phase 1	51
Attachment 6	Statement of Work CDT VPL Tactical Wheeled Variant Phase 2	53
Attachment 7	Statement of Work CDT VPL Tank Engineering Variant	51
Attachment 8	System Requirements Document with Appendix A-G	475
Attachment 9	Past Performance Questionare	5
Attachment 10	Total Proposed Price Spreadsheet-CDT	8
Attachment 11	GFP SMARTFORM	4

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	NOV 2015
52.209-7	Information Regarding Responsibility Matters	JUL 2013
52.225-18	Place of Manufacture	MAR 2015
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	OCT 2015
252.204-7007	Alternate A, Annual Representations and Certifications	JAN 2015

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to –

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provison _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(a) Definitions. As used in this provision--``Lobbying contact'' has the meaning provided at 2 U.S.C. 1602(8). The terms ``agency,'' ``influencing or attempting to influence,'' ``officer or employee of an agency,'' ``person,'' ``reasonable compensation,'' and ``regularly employed'' are defined in the FAR clause of this solicitation entitled ``Limitation on Payments to Influence Certain Federal Transactions'' (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled ``Limitation on Payments to Influence Certain Federal Transactions'' (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

(End of provision)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)

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

Agency means executive agency as defined in Federal Acquisition Regulation (FAR) 2.101.

Covered Federal action means any of the following actions:

(1) Awarding any Federal contract.

(2) Making any Federal grant.

(3) Making any Federal loan.

(4) Entering into any cooperative agreement.

(5) Extending, continuing, renewing, amending, or modifying any Federal contract, grant, loan, or cooperative agreement.

Indian tribe and tribal organization have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b) and include Alaskan Natives.

Influencing or attempting to influence means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

Local government means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

Officer or employee of an agency includes the following individuals who are employed by an agency:

(1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.

(2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.

(3) A special Government employee, as defined in section 202, Title 18, United States Code.

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

Person means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

Reasonable compensation means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

Reasonable payment means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

Recipient includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year

immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

State means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition. 31 U.S.C. 1352 prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal actions. In accordance with 31 U.S.C. 1352, the Contractor shall not use appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award of this contractor the extension, continuation, renewal, amendment, or modification of this contract.

(1) The term appropriated funds does not include profit or fee from a covered Federal action.

(2) To the extent the Contractor can demonstrate that the Contractor has sufficient monies, other than Federal appropriated funds, the Government will assume that these other monies were spent for any influencing activities that would be unallowable if paid for with Federal appropriated funds.

(c) Exceptions. The prohibition in paragraph (b) of this clause does not apply under the following conditions:

(1) Agency and legislative liaison by Contractor employees.

(i) Payment of reasonable compensation made to an officer or employee of the Contractor if the payment is for agency and legislative liaison activities not directly related to this contract. For purposes of this paragraph, providing any information specifically requested by an agency or Congress is permitted at any time.

(ii) Participating with an agency in discussions that are not related to a specific solicitation for any covered Federal action, but that concern--

(A) The qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities; or

(B) The application or adaptation of the person's products or services for an agency's use.

(iii) Providing prior to formal solicitation of any covered Federal action any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(iv) Participating in technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(v) Making capability presentations prior to formal solicitation of any covered Federal action by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub.L. 95-507, and subsequent amendments.

(2) Professional and technical services. (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(iii) As used in paragraph (c)(2) of this clause, ``professional and technical services'' are limited to advice and analysis directly applying any professional or technical discipline (for examples, see FAR 3.803(a)(2)(iii)).

(iv) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(3) Only those communications and services expressly authorized by paragraphs (c)(1) and (2) of this clause are permitted.

(d) Disclosure. (1) If the Contractor did not submit OMB Standard Form LLL, Disclosure of Lobbying Activities, with its offer, but registrants under the Lobbying Disclosure Act of 1995 have subsequently made a lobbying contact on behalf of the Contractor with respect to this contract, the Contractor shall complete and submit OMB Standard Form LLL to provide the name of the lobbying registrants, including the individuals performing the services.

(2) If the Contractor did submit OMB Standard Form LLL disclosure pursuant to paragraph (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, and a change occurs that affects Block 10 of the OMB Standard Form LLL (name and address of lobbying registrant or individuals performing services), the Contractor shall, at the end of the calendar quarter in which the change occurs, submit to the Contracting Officer within 30 days an updated disclosure using OMB Standard Form LLL.

(e) Penalties. (1) Any person who makes an expenditure prohibited under paragraph (b) of this clause or who fails to file or amend the disclosure to be filed or amended by paragraph (d) of this clause shall be subject to civil penalties as provided for by 31 U.S.C.1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(g) Subcontracts. (1) The Contractor shall obtain a declaration, including the certification and disclosure in paragraphs (c) and (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, from each person requesting or receiving a subcontract exceeding $150,000 under this contract. The Contractor or subcontractor that awards the subcontract shall retain the declaration.

(2) A copy of each subcontractor disclosure form (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall, at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor, submit to the Contracting Officer within 30 days a copy of all disclosures. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(3) The Contractor shall include the substance of this clause, including this paragraph (g), in any subcontract exceeding $150,000.

(End of clause)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (NOV 2017)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 333318.

(2) The small business size standard is 1,000.

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

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

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

( ) Paragraph (d) applies.

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

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

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

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

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

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

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

(iii) 52.203-18, 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) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.

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

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

(ix) 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.

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

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

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

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

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

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

(xiv) 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.

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

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

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

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

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

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

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

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

(C) If the acquisition value is $50,000 or more but is less than $77,533, the provision with its Alternate II applies.

(D) If the acquisition value is $77,533 or more but is less than $100,000, the provision with its Alternate III applies.

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

(ii) 52.204-20, Predecessor of Offeror.

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

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

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

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through https://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this

solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

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

(End of provision)

52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (JUL 2016)

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

Commercial and Government Entity (CAGE) code means—

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

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

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

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

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

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

Immediate owner CAGE code:

___

Immediate owner legal name: ___

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

Is the immediate owner owned or controlled by another entity?:
[___] Yes or [___] No.

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

Highest-level owner CAGE code:
___
Highest-level owner legal name:
___

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

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

____ (iii) 252.225-7020, Trade Agreements Certificate.

____ Use with Alternate I.

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

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

____ Use with Alternate I.

____ Use with Alternate II.

____ Use with Alternate III.

____ Use with Alternate IV.

____ Use with Alternate V.

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

FAR/DFARS Clause #	Title	Date	Change

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

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2017
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
52.216-1	Type Of Contract	APR 1984
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.232-13	Notice Of Progress Payments	APR 1984
52.252-1	Solicitation Provisions Incorporated By Reference	FEB 1998

CLAUSES INCORPORATED BY FULL TEXT

52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

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

Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

Registered in the System for Award Management (SAM) database means that--

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record ``Active".

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the Offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation ``Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if

applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(3) Company physical street address, city, state, and Zip Code.

(4) Company mailing address, city, state and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at https://www.acquisition.gov.

(End of clause)

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Robert F. Casagrand
Deputy Director
Army Contracting Command - Orlando
12211 Science Drive, Bldg P3, Rm 311
Orlando, Florida 32826
Work Phone: (407) 384-5493; DSN: 970-5493
Blackberry: (407) 969-5398
Email: Robert.f.casagrand.civ@mail.mil

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

(End of provision)

252.215-7009 PROPOSAL ADEQUACY CHECKLIST (JAN 2014)

The offeror shall complete the following checklist, providing location of requested information, or an explanation of why the requested information is not provided. In preparation of the offeror's checklist, offerors may elect to have their prospective subcontractors use the same or similar checklist as appropriate.

PROPOSAL ADEQUACY CHECKLIST

	REFERENCES	SUBMISSION ITEM	PROPOSAL PAGE No.	If not provided EXPLAIN (may use continuation pages)
		GENERAL INSTRUCTIONS		
1.	FAR 15.408, Table 15-2, Section I Paragraph A	Is there a properly completed first page of the proposal per FAR 15.408 Table 15-2 I.A or as specified in the solicitation?		
2.	FAR 15.408, Table 15-2, Section I Paragraph A(7)	Does the proposal identify the need for Government-furnished material/tooling/test equipment? Include the accountable contract number and contracting officer contact information if known.		
3.	FAR 15.408, Table 15-2, Section I Paragraph A(8)	Does the proposal identify and explain notifications of noncompliance with Cost Accounting Standards Board or Cost Accounting Standards (CAS); any proposal inconsistencies with your disclosed practices or applicable CAS; and inconsistencies with your established estimating and accounting principles and procedures?		
4.	FAR 15.408, Table 15-2, Section I, Paragraph C(1) FAR 2.101, “Cost or pricing data”	Does the proposal disclose any other known activity that could materially impact the costs? This may include, but is not limited to, such factors as— (1) Vendor quotations; (2) Nonrecurring costs; (3) Information on changes in production methods and in production or purchasing volume;		

	REFERENCES	SUBMISSION ITEM	PROPOSAL PAGE No.	If not provided EXPLAIN (may use continuation pages)
		(4) Data supporting projections of business prospects and objectives and related operations costs; (5) Unit-cost trends such as those associated with labor efficiency; (6) Make-or-buy decisions; (7) Estimated resources to attain business goals; and (8) Information on management decisions that could have a significant bearing on costs.		
5.	FAR 15.408, Table 15-2, Section I Paragraph B	Is an Index of all certified cost or pricing data and information accompanying or identified in the proposal provided and appropriately referenced?		
6.	FAR 15.403-1(b)	Are there any exceptions to submission of certified cost or pricing data pursuant to FAR 15.403-1(b)? If so, is supporting documentation included in the proposal? (Note questions 18-20.)		
7.	FAR 15.408, Table 15-2, Section I Paragraph C(2)(i)	Does the proposal disclose the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data?		
8.	FAR 15.408, Table 15-2, Section I Paragraph C(2)(ii)	Does the proposal disclose the nature and amount of any contingencies included in the proposed price?		
9.	FAR 15.408 Table 15-2, Section II, Paragraph A or B	Does the proposal explain the basis of all cost estimating relationships (labor hours or material) proposed on other than a discrete basis?		
10.	FAR 15.408, Table 15-2, Section I Paragraphs D and E	Is there a summary of total cost by element of cost and are the elements of cost cross-referenced to the supporting cost or pricing data? (Breakdowns for each cost element must be consistent with your cost accounting system, including breakdown by year.)		

	REFERENCES	SUBMISSION ITEM	PROPOSAL PAGE No.	If not provided EXPLAIN (may use continuation pages)
11.	FAR 15.408, Table 15-2, Section I Paragraphs D and E	If more than one Contract Line Item Number (CLIN) or sub Contract Line Item Number (sub-CLIN) is proposed as required by the RFP, are there summary total amounts covering all line items for each element of cost and is it cross-referenced to the supporting cost or pricing data?		
12.	FAR 15.408, Table 15-2, Section I Paragraph F	Does the proposal identify any incurred costs for work performed before the submission of the proposal?		
13.	FAR 15.408, Table 15-2, Section I Paragraph G	Is there a Government forward pricing rate agreement (FPRA)? If so, the offeror shall identify the official submittal of such rate and factor data. If not, does the proposal include all rates and factors by year that are utilized in the development of the proposal and the basis for those rates and factors?		
COST ELEMENTS				
MATERIALS AND SERVICES				
14.	FAR 15.408, Table 15-2, Section II Paragraph A	Does the proposal include a consolidated summary of individual material and services, frequently referred to as a Consolidated Bill of Material (CBOM), to include the basis for pricing? The offeror's consolidated summary shall include raw materials, parts, components, assemblies, subcontracts and services to be produced or performed by others, identifying as a minimum the item, source, quantity, and price.		
SUBCONTRACTS (Purchased materials or services)				
15.	DFARS 215.404-3	Has the offeror identified in the proposal those subcontractor proposals, for which the contracting officer has initiated or may need to request field pricing analysis?		
16.	FAR 15.404-3(c) FAR 52.244-2	Per the thresholds of FAR 15.404-3(c), Subcontract Pricing Considerations, does the proposal include a copy of the applicable subcontractor's certified cost or pricing data?		

	REFERENCES	SUBMISSION ITEM	PROPOSAL PAGE No.	If not provided EXPLAIN (may use continuation pages)
17.	FAR 15.408, Table 15-2, Note 1; Section II Paragraph A	Is there a price/cost analysis establishing the reasonableness of each of the proposed subcontracts included with the proposal? If the offeror's price/cost analyses are not provided with the proposal, does the proposal include a matrix identifying dates for receipt of subcontractor proposal, completion of fact finding for purposes of price/cost analysis, and submission of the price/cost analysis?		
EXCEPTIONS TO CERTIFIED COST OR PRICING DATA				
18.	FAR 52.215-20 FAR 2.101, "commercial item"	Has the offeror submitted an exception to the submission of certified cost or pricing data for commercial items proposed either at the prime or subcontractor level, in accordance with provision 52.215-20? a. Has the offeror specifically identified the type of commercial item claim (FAR 2.101 commercial item definition, paragraphs (1) through (8)), and the basis on which the item meets the definition? b. For modified commercial items (FAR 2.101 commercial item definition paragraph (3)); did the offeror classify the modification(s) as either— i. A modification of a type customarily available in the commercial marketplace (paragraph (3)(i)); or ii. A minor modification (paragraph (3)(ii)) of a type not customarily available in the commercial marketplace made to meet Federal Government requirements not exceeding the thresholds in FAR 15.403-1(c)(3)(iii)(B)? c. For proposed commercial items "of a type", or "evolved" or modified (FAR 2.101 commercial item definition paragraphs (1) through (3)), did the contractor provide a technical description of the differences between the proposed item and the comparison item(s)?		
19.		[Reserved]		
20.	FAR 15.408, Table 15-2, Section II Paragraph A(1)	Does the proposal support the degree of competition and the basis for establishing the source and reasonableness of price for		

	REFERENCES	SUBMISSION ITEM	PROPOSAL PAGE No.	If not provided EXPLAIN (may use continuation pages)
		each subcontract or purchase order priced on a competitive basis exceeding the threshold for certified cost or pricing data?		
INTERORGANIZATIONAL TRANSFERS				
21.	FAR 15.408, Table 15-2, Section II Paragraph A.(2)	For inter-organizational transfers proposed at cost, does the proposal include a complete cost proposal in compliance with Table 15-2?		
22.	FAR 15.408, Table 15-2, Section II Paragraph A(1)	For inter-organizational transfers proposed at price in accordance with FAR 31.205-26(e), does the proposal provide an analysis by the prime that supports the exception from certified cost or pricing data in accordance with FAR 15.403-1?		
DIRECT LABOR				
23.	FAR 15.408, Table 15-2, Section II Paragraph B	Does the proposal include a time phased (i.e.; monthly, quarterly) breakdown of labor hours, rates and costs by category or skill level? If labor is the allocation base for indirect costs, the labor cost must be summarized in order that the applicable overhead rate can be applied.		
24.	FAR 15.408, Table 15-2, Section II Paragraph B	For labor Basis of Estimates (BOEs), does the proposal include labor categories, labor hours, and task descriptions, (e.g.; Statement of Work reference, applicable CLIN, Work Breakdown Structure, rationale for estimate, applicable history, and time-phasing)?		
25.	FAR subpart 22.10	If covered by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), are the rates in the proposal in compliance with the minimum rates specified in the statute?		
INDIRECT COSTS				
26.	FAR 15.408, Table 15-2, Section II Paragraph C	Does the proposal indicate the basis of estimate for proposed indirect costs and how they are applied? (Support for the indirect rates could consist of cost breakdowns, trends, and budgetary data.)		
OTHER COSTS				

	REFERENCES	SUBMISSION ITEM	PROPOSAL PAGE No.	If not provided EXPLAIN (may use continuation pages)
27.	FAR 15.408, Table 15-2, Section II Paragraph D	Does the proposal include other direct costs and the basis for pricing? If travel is included does the proposal include number of trips, number of people, number of days per trip, locations, and rates (e.g. airfare, per diem, hotel, car rental, etc)?		
28.	FAR 15.408, Table 15-2, Section II Paragraph E	If royalties exceed $1,500 does the proposal provide the information/data identified by Table 15-2?		
29.	FAR 15.408, Table 15-2, Section II Paragraph F	When facilities capital cost of money is proposed, does the proposal include submission of Form CASB-CMF or reference to an FPRA/FPRP and show the calculation of the proposed amount?		
FORMATS FOR SUBMISSION OF LINE ITEM SUMMARIES				
30.	FAR 15.408, Table 15-2, Section III	Are all cost element breakdowns provided using the applicable format prescribed in FAR 15.408, Table 15-2 III? (or alternative format if specified in the request for proposal)		
31.	FAR 15.408, Table 15-2, Section III Paragraph B	If the proposal is for a modification or change order, have cost of work deleted (credits) and cost of work added (debits) been provided in the format described in FAR 15.408, Table 15-2.III.B?		
32.	FAR 15.408, Table 15-2, Section III Paragraph C	For price revisions/redeterminations, does the proposal follow the format in FAR 15.408, Table 15-2.III.C?		
OTHER				
33.	FAR 16.4	If an incentive contract type, does the proposal include offeror proposed target cost, target profit or fee, share ratio, and, when applicable, minimum/maximum fee, ceiling price?		
34.	FAR 16.203-4 and FAR 15.408 Table 15-2, Section II, Paragraphs A, B, C, and D	If Economic Price Adjustments are being proposed, does the proposal show the rationale and application for the economic price adjustment?		
35.	FAR 52.232-28	If the offeror is proposing Performance-Based Payments-did the offeror comply with FAR 52.232-28?		

	REFERENCES	SUBMISSION ITEM	PROPOSAL PAGE No.	If not provided EXPLAIN (may use continuation pages)
36.	FAR 15.408(n) FAR 52.215-22 FAR 52.215-23	Excessive Pass-through Charges– Identification of Subcontract Effort: If the offeror intends to subcontract more than 70% of the total cost of work to be performed, does the proposal identify: (i) the amount of the offeror's indirect costs and profit applicable to the work to be performed by the proposed subcontractor(s); and (ii) a description of the added value provided by the offeror as related to the work to be performed by the proposed subcontractor(s)?		

(End of provision)

SECTION L

SOLICITATION SECTION L: INSTRUCTIONS TO OFFERORS

L.1. GENERAL IINSTRUCTIONS

L.1.1.This section provides general guidance for preparing proposals as well as specific instructions on the format and content of the proposal. The Offeror's proposal must include all data and information requested and must be submitted in accordance with these instructions. The Offeror shall not submit additional proposal information that is not specifically requested by this Solicitation. Such additional proposal information will not be considered during the evaluation process. The Offeror's proposal shall be compliant with these submission instructions (Section L). Non-conformance with the instructions provided may result in an Offeror being found non-responsive and may result in an unfavorable proposal evaluation.

L.1.2.Offerors shall assume that the Government has no prior knowledge of their facilities and experience. The Government will base its evaluation only on the information presented in the Offeror's proposal. The Government will not assume the Offerors will do anything that is not expressly stated in their proposal.

L.1.3.In presenting material in their proposal, Offerors are advised that quality of information is more important than quantity. The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated assertions. Elaborate brochures or presentations, binding, detailed art work and other documents beyond what is sufficient to present a complete and effective proposal, are unnecessary and are not desired. The proposal shall be specific, detailed and complete as to clearly and convincingly

demonstrate that the Offeror has a thorough understanding of the requirements and associated risks, and is able, willing, and competent to devote the resources necessary to meet the requirements and has valid and practical solutions for all requirements.

L.1.4. The proposal should not simply rephrase or restate the Government's requirements, but rather, shall provide convincing rationale to address how the Offeror intends to meet the CDT VPL requirements. Paraphrasing the Statement of Work (SOW), the System Requirements Document (SRD) or parts thereof is inadequate, as are phrases such as “standard procedures will be employed” or “well-known techniques will be used.” Mere reiteration of the requirement or standard reference material is discouraged and may be considered inadequate and non-compliant. It is the Offeror’s responsibility to present enough information to be meaningfully evaluated without discussions.

OFFERORS ARE HEREBY ON NOTICE THAT A FAILURE TO SUBMIT ALL THE REQUIRED DOCUMENTATION IN EXACTLY THE MANNER (TIMELINESS AND FORMAT) SPECIFIED IN THE SOLICITATION MAY CONSTITUTE A BASIS FOR THE GOVERNMENT TO REJECT A PROPOSAL AS NON-COMPLIANT AND THEREFORE UNACCEPTABLE, AT THE SOLE DISCRETION OF THE PROCUREING CONTRACTING OFFICER (PCO).

L.2. GENERAL INFORMATION

L.2.1. It is requested that all questions pertaining to this solicitation and its attachments are submitted via e-mail to the points of contact (POC) below.

Primary
Blake Mcilvane/Contract Specialist
Phone: (407) 208-3318
Email: Blake.l.mcilvane.civ@mail.mil
U.S. Army Contracting Command,
Partnership III Building
3039 Technology Parkway
Orlando, FL 32826

Alternate
Mr. Eric C. Hertl /Branch Chief/Procuring Contracting Officer
Phone: (407) 208-3474
E-mail: eric.c.hertl.civ@mail.mil
U.S. Army Contracting Command,
Partnership III Building
3039 Technology Parkway
Orlando, FL 32826

L.2.2.Questions concerning this solicitation shall be received no later than 10 calendar days after the solicitation is released. All questions shall be submitted in writing via e-mail with a subject

heading of "RFP W900KK-18-R-0037 Question" to both primary and alternate POC for this solicitation. The applicable attachment and paragraph number or solicitation reference shall precede questions. Questions received after the deadline may not be answered. Questions shall not include proprietary data.

L.2.3.Proposal Due Date: Proposals are due no later than **4:00 PM Eastern Standard Time on 30 June, 2018**.

L.2.4.Anticipated Award: The Government anticipates that the award will be made in the 2nd quarter of the FY 2019. This information is provided for use as a basis for schedules and burden (labor, overhead, etc.) calculations.

L.2.5.Pursuant to FAR Subpart 52.215-1 (Alt 1), the Government intends to evaluate proposals and award a contract without conducting discussions with Offerors. However, in the event the PCO concludes that conducting discussions is in the best interests of the Government, the PCO will establish a competitive range before entering into discussions. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a price and non-price standpoint.

Exchanges with Offerors after the establishment of a competitive range determination will be made in writing. At the end of discussions, the Government will request Final Proposal Revisions (FPRs) from all Offerors still within the competitive range.

Upon submission of FPRs, the Government DOES NOT intend to conduct further discussions with Offerors, therefore, the Offeror's FPR should contain the Offeror's best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

As part of the FPRs, Offerors shall submit change pages that reflect any offered performance that exceeds the Government's minimum requirements defined in the solicitation (including specifications and other attachments). In the event that the Offeror's proposal is selected for award, the changes addressed within these change pages may be incorporated into the contract document awarded. Any inconsistencies between the final proposal revision submitted and the change pages submitted may result in the assignment of a weakness, significant weakness, or deficiency.

L.2.6.The Government intends to award a contract resulting from this solicitation to the responsible Offeror whose proposal represents the best value to the Government in accordance with established criteria in Section M or equivalent solicitation criteria. The Government will utilize the subjective trade-off analysis in determining the best value.

L.2.7.Offerors shall ensure that each proposal Volume submitted contains only the information relevant to that specific, individual Volume. The Offerors are cautioned that each Volume of the proposal is evaluated as stand-alone against the criteria set forth in the Proposal Submission Instructions and Evaluation Criteria and if the data is not contained in the appropriate volume of the proposal, it will not be evaluated. It is incumbent upon the Offerors to ensure they properly submit their proposals. If the data is not contained in the appropriate volume of the proposal it

may not be evaluated. The Government will consider information it requires for proposal evaluation that is not found in its designated volume as the Offeror having omitted it from the proposal.

L.2.8. Offerors shall assume that any data they have previously submitted in response to another solicitation, whether submitted to the ACC-ORL or another agency, should be assumed to be unavailable during this proposal evaluation and source selection process. Offerors proposal data shall not be incorporated into the proposal by referring to another proposal or other source.

L.2.9. The Government requests that the proposal be valid for at least **240** calendar days from the proposal due date. Files shall not contain classified information. Offerors are cautioned that in order for their proposal to be eligible for award, the proposal shall be in compliance with the terms and conditions set forth in this solicitation.

L.2.10. If an Offeror believes that the requirements and/or instructions in the RFP contain an error, omission, or are otherwise unsound, the Offeror shall immediately notify the Contract Specialist and PCO in writing (email is acceptable) with supporting rationale.

L.2.11. Offerors shall identify the intellectual property rights and technical data rights included in their proposal submission IAW DFARS Subparts 252.227-7013 and 7014 via completion of solicitation provision DFARS Subpart 252.227-7017. Offerors that propose anything less than Unlimited Rights, shall provide a narrative as part of Subfactor 1.2, Open Architecture, that explains the approach the Government may use to achieve Unlimited Rights if chosen to be in the Government's best interest.

L.2.12. To be eligible for award, the Offeror must also adhere to the directions and submit the following information under Volume V, Contracting Information. Large Business Offerors Only shall provide a Small Business Subcontracting Plan meeting the requirements of FAR 52.219-9 and DFARS 252.219-7003 (or DFARS 252.219-7004 if the Offeror has a Comprehensive Small Business Subcontracting Plan). The Small Business Subcontracting Plan is a requirement for award to a Large Business and will be incorporated into any resultant contract. The Small Business Subcontracting Plan shall reflect and be consistent with the commitments stipulated in the Offeror's proposed Small Business Participation Plan.

L.2.13. Proposals shall not contain classified information and Proprietary information shall be clearly marked. Proprietary information shall be clearly marked with data use restrictions located in the header/footer area of each page where applicable. All pages shall be marked: "SOURCE SELECTION INFORMATION -- SEE FAR 2.101 AND 3.104" in the footer.

L.2.14. Determination of Contractor Responsibility. The Government may use information other than that provided by the Offeror to make a determination that the Offeror is a Responsible Prospective Contract as per FAR 9.104. Such information is obtained from sources outside the proposal and may include the Defense Contract Audit Agency (DCAA), the Defense Contract Management Agency (DCMA), or various Government databases, in addition to other means.

The extent to which the Government uses the financial information in the determination of contractor responsibility is at the sole discretion of the Contracting Officer.

L.3. PROPOSAL DELIVERY

L.3.1. Page Size and Format: A page is defined as each face of a sheet of paper containing information. Page size shall be 8.5 x 11 inches, not including foldouts. Each paragraph shall be separated by at least one blank line. Pages shall be single spaced with portrait orientation. Except for the reproduced sections of the solicitation document (Section A-K), the text size shall be no less than 12 point. Tracking, kerning, and leading values shall not be changed from the default values of the word processing or page layout software.

All pages of each volume shall be appropriately numbered (X of Y) and shall contain the company name, date and solicitation number in the header and/or footer.
Pages shall be numbered sequentially by volume. All pages shall be marked: "SOURCE SELECTION INFORMATION -- SEE FAR 2.101 AND 3.104" in the footer. Additional data use restrictions shall be located in the header/footer area of each page where applicable.
The submission shall be clearly indexed and logically assembled. A Table of Contents should be created for each volume using the Table of Contents feature in Microsoft (MS) Word. The Table of Content shall delineate the subparagraphs within the volume. Table of Contents do not count against the page limitations for their respective volumes. The signed Standard Form (SF) 33, SF30 and Section K – Certifications and Representations may be submitted in Adobe.pdf file format. MS Word 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:
Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layout, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed 11 x 17 inches in size. Tables, charts, graphs and illustrations may use a reduced font size not less than 10-point and may be landscape. Foldout pages shall fold entirely within the volume and each 8.5 x 11 surface of a foldout shall be counted as a separate page (i.e., one 11 x 17 foldout equal's 2 proposal pages). Foldout pages may only be used for large tables, charts, graphs, diagrams and schematics; not for pages of text. For pre-existing documentation, text in tables, charts, graphs and figures text shall be no smaller than 8 point when included in proposal. For other tables, text shall be no smaller than 10 point and landscape orientation may be used.

L.3.2. File Packaging: Offerors shall submit as per Table 1, Section L.4 (a) entire proposal (5 volumes) in electronic format, using non re-writable DVD/CD-ROM (in non-compressed files). Each proposal volume shall consist of the separate electronic file(s), submitted on separate

DVD/CDs. All files shall be clearly identified with a filename appropriate to the content (e.g., Volume-I_Technical_Appendix-A). All DVD/CDs shall be appropriately labeled with the Title of Proposal, Solicitation Number, Proposal Volume number and Title, Offeror's Name and address, Copy Number, and Amendment Number (if applicable). Use separate files to permit rapid location of all portions, including Subfactors, exhibits, annexes, and attachments, if any.

Offerors shall follow these instructions:

i. All files on each DVD/CD's shall be directly supported by Microsoft (MS) Office 2013 and verified to be free of any virus or malware. Failure to submit in the correct format is grounds for non-compliance determination, at the sole discretion of the PCO.

- Word documents – Set "Save as type" to "Word Document (*.docx)" only.
- Excel spreadsheets – Set "Save as type" to "Microsoft Excel Workbook (*.xlsx)." All formulas present and no cells locked.
- PowerPoint presentations – Set "Save as type" to "Microsoft PowerPoint 2013 Presentation (*.pptx)."
- Microsoft Project - There are no special "save" functions required.

ii. Submit PDF documents using only Adobe Acrobat 9.0 or later. A PDF version of all electronic documents produced and submitted in native format shall also be included as a control copy. Do NOT submit any documents in PDF format that are copied as "images."

iii. When creating PDF and Microsoft Office files, always create to enable textual search and copy functions.

** Please note – Self-Extracting .exe files will not be accepted.

L.3.3. Submitting Proposals: Proposals can be submitted by hand delivery or by mail. Submission of telegraphic, facsimile, or email proposals is not authorized for this solicitation.

L.3.4. Mailing Proposals: The outside shipping container shall be marked with the Solicitation Number. Proposals shall be mailed to the following address:

Army Contracting Command- Orlando
ATTN: Blake Mcilvane, ACC-ORL Alpha
U.S. Army Contracting Command - Orlando
12211 Science Drive
Orlando, FL 32826

L.3.5. Hand Delivery of Proposals: Offerors wishing to hand deliver their proposal shall contact the Primary POC, Blake Mcilvane, by phone or email to coordinate delivery. If the Primary POC cannot be reached, offerors are advised to contact the alternate POC Mr. Eric C. Hertl. Coordination shall be confirmed at least 48 hours prior to delivery. The Primary and/or Alternate POC will meet the offeror in the lobby of the Partnership III building. The physical address is:

Partnership III Building
3039 Technology Parkway
Orlando, FL 32826

L.4. PROPOSAL VOLUMES: The offeror's proposal shall consist of five (5) volumes as set forth below:

Volume I –Technical
SubFactor 1.1: Critical Subsystems Capabilities
SubFactor 1.2: Open Architecture
SubFactor 1.3: Product Line Support & Configuration Management Processes
SubFactor 1.4: Supportability
SubFactor 1.5: Cybersecurity

Volume II – Cost/Price

Volume III – Past Performance

Volume IV – Small Business Participation

Volume V – Contracting Information

. Pricing information shall not be included in any volume other than Volume II, Cost/Price. The titles and contents of the volumes and books shall be as defined in Table 1 below:

Table 1. Volume Titles and Contents

VOLUME	VOLUME TITLE	COPIES	PAGE LIMIT
I	**Technical**	4 DVD/CD Sets (1 original and 3 copies)	100*
II	**Cost/Price**	3 DVD/CDs (1 original and 2 copies)	Unlimited
III	**Past Performance**	2 DVD/CD Sets (1 original and 1 copy)	20
IV	**Small Business Participation**	2 DVD/CD Sets (1 original and 1 copy)	Unlimited*
V	**Contracting Information**	1 DVD/CD (1 original)	Unlimited

All proposals must clearly and convincingly demonstrate that the Offeror has a thorough understanding of the entire requirement and associated risks, and is able, willing and competent to devote resources necessary to meet the requirement, and has a valid and practical solution for the requirement. Statements that the prospective Offeror understands, can, or will comply with the requirements, and statements paraphrasing the requirements or parts thereof without

supporting information/narrative are considered inadequate and unsatisfactory. Mere reiteration of the requirement or standard reference material is discouraged and is considered inadequate and unsatisfactory.

The Offeror must include any data necessary to illustrate the adequacy of the various assumptions, approaches, and solutions to problems. In presenting material in proposals, Offerors are advised that quality of information is more important than quantity. Offerors are encouraged to use quantitative terms wherever possible and avoid the use of qualitative and subjective terms to the maximum extent practicable. Offerors are cautioned that while the Government will not evaluate every SOW requirement for the purposes of the source selection evaluation, the awardee/Contractor will be required to comply with all SOW requirements during performance of the contract. The Government may determine that an Offeror's proposal is non-compliant, and therefore ineligible for award, if the proposal indicates that: it cannot or will not meet any of the SOW requirements; provides an approach that clearly does not meet any of the SOW requirements; or, includes data which prompts the Government to question the Offeror's compliance with any of the SOW requirements. The Source Selection Authority may reject all proposals received in response to a solicitation, if doing so is in the best interest of the Government. Additionally, if an Offeror's proposal offers a method or approach that the Government deems as exceeding its advertised requirements in some manner, the Government reserves the right to modify the final contract prior to award in such a manner as to make those proposed enhancements the minimum Government requirement upon award.

Page limitation for each volume shall be strictly adhered. The Government will not evaluate any information after the designated page limit of the volume. Additional pages over the maximum allowed will be removed or not read and will not be evaluated by the Government.

***Manpower charts, IMS, IMP, Letters of Consent and Commitment, Cure Notices and Show Cause Letters are excluded from the page count.**

L.4.1 VOLUME I: Factor 1: Technical

a. General – The Technical Volume shall be specific and complete. Legibility, clarity and coherence are important. Offerors' responses will be evaluated in accordance with Section M of the solicitation. Using the instructions provided below, provide, as specifically as possible, the actual methodology to be used to accomplish/satisfy the Technical factors indicated below. Do NOT reiterate the objectives or reformulate the requirements specified in the solicitation. There will be no reference to rates or price in this volume.

b. Format and Specific Content – The Technical Volume shall be organized to follow the outline below. Offerors may use a numbering system that is convenient for the proposal organization; however, to ease the evaluation process, sections shall be identified in both name and SOW/SRD section reference.

L.4.1.1 Subfactor 1.1, Critical Subsystems Capabilities [[SOW Refs: 3.0, 3.1, 3.2, 3.3, 3.9; SRD Refs: 3.1, 3.3, 3.8, 3.16 (Common); 3.2 (Visual)]

a. The Offeror shall describe its technical approach for integrating GFI. Successful previous experiences in integration with GFI, such as OneSAF and SE Core products to meet CDT requirement is desired and should be described as part of the technical approach.

b. The Offeror shall describe its technical approach to address CDT networking 1 IOS:8 STSs across all Student stations.

c. The offeror shall describe its technical approach to meet scenario generation capabilities (enhance SGS tool or replacement with other tools). At a minimum, the proposal should describe the features of the proposed tool, in particular, which features will be automated, any pre-set conditions, rationale for any pre-set conditions, manual change capability of any pre-set conditions, user friendly characteristics of Graphical User Interface (GUIs), and any enhanced features beyond the advertised requirements.

d. The Offeror shall describe its technical approach to design, develop, fabricate, integrate, test, validate, deliver, and install technology refreshes on CDT systems. The Offeror shall perform the analysis and describe its technical approach regarding which CDT legacy components should be refreshed, refurbished, redesigned, and/or replaced with emphasis on the motion-base and visual system (Image Generator and Visual Display Unit) capabilities.

L.4.1.2 Subfactor 1.2, Open Architecture [SOW Refs: 3.0, 3.1, 3.2, 3.3, 3.5; SRD Refs: 3.1, 3.2 (Common); 3.2, 3.3 (Visual)]

a. The Offeror shall describe its technical approach for open system architecture using modular design, standards-based interfaces, non-proprietary, and widely-supported, consensus-based standards that incorporates appropriate considerations for interoperability, upgradeability, technology insertion, and technology transition. At a minimum, the Offeror's proposed approach shall include open architectural design having applications with other GCTT/PEO STRI products.

b. The Offeror shall describe its technical approach for common parts/components and interfaces. The Offeror shall describe its technical approach using common parts/components and interfaces that are accessible with minimum lead times (i.e. less than two months). The Offeror shall describe its risk impacts associated with parts/components that require a lead time greater than two months. At a minimum, the Offeror's proposed approach shall include common parts/components and interfaces. In particular, the Offeror will propose its single motion-base system design to perform 6-DOF (Degrees of Freedom) for fixed sites and at a minimum 3-DOF for mobile solutions. In particular, the Offeror propose its single vehicle cab-design that shall be able to provide different vehicle variant [e.g. MRAP Variant (MV), Stryker Variant (SV), Tank Variant (TV), Tank Engineering Variant (TEV) and Tactical Wheeled Variant (TWV)] driver training. Additionally, the Offeror shall propose its selection of common parts/components and interfaces that are able to be acquired with minimum lead times (i.e. less than two months). The

Offeror will also identify those parts/components that require a lead time greater than two months.

c. The Offeror will describe its technical approach, processes and open system architecture solution to increase interoperability across CDT's Product Lines without the need for a complete redesign of the entire CDT system. The Offeror will describe compatibilities of hardware (80% common) and a single software baseline approach.

d. The Offeror shall provide the list of data rights to all individual hardware and software components by completing solicitation provision DFARS Subpart 252.227-7017. Offerors that propose anything less than Unlimited Rights for hardware and software developed under Cost type CLINs, shall provide a narrative that explains why and the approach the Government may use to achieve Unlimited Rights if chosen to be in the Government's best interest.

L.4.1.3 Subfactor 1.3, Product Line Support & Configuration Management Processes [SOW Refs: 3.1, 3.2, and 3.3]

a. The Offeror shall describe its technical solution for leveraging the LT2 construct core processes and tools to ensure end-to-end systematic reuse, governance, integration, alignment, synchronization, and configuration management with the PM TRADE LT2 P/L and consolidated P/L management strategy for CDT VPL. At minimum, the Offeror shall describe how is plans to utilize subsystems of common components across other virtual trainer platforms/products.

b. The Offeror shall describe its technical approach and process to ensure successful overall management and administrative effort necessary to meet requirements of this contract is provided. The Offeror shall identify the top three risk areas associated with its approach/solution and corrective actions and resources required to eliminate/reduce schedule/performance impacts. The Offeror shall describe its proposed processes, implementation, coordination and staffing approaches to adequately and efficiently manage multiple, simultaneous and complex efforts concurrently, without negatively impacting software development. The Offeror shall describe its understanding of the CDT requirements based on the risk areas and the courses of action (COAs) required to eliminate the impacts to include management of staffing, resources, and subcontracts.

c. The Offeror shall provide an Integrated Master Plan (IMP) and a level III Integrated Master Scheduled (IMS) that reflects its understanding of the program requirements for TEV, TV, TWV Phase I, TWV Phase II, MV and SV DOs that may be performed concurrently. The IMS shall address the Offeror's major milestones identified, critical paths, its software development/integration/testing approach to include multiple software sprint builds, fielding, Cybersecurity RMF, subcontractor partnership(s) based on the most likely buys listed in the Total Proposed Price Spreadsheet and delivery schedule.

L.4.1.4 Subfactor 1.4, Supportability [SOW Refs: 3.6.1, 3.6.2, 3.6.3, 3.7; SRD Refs: 3.3.5.1, 3.3.5.2, 3.3.5.3, 3.7 (Common)]

a. The Offeror shall describe its technical approach for system reliability and processes to satisfy all reliability objectives. The approach shall explain how its processes improve operational

readiness and mission success of the system; how the offeror's reliability approach and processes minimize the demand for maintainers and logistics support; and how the offeror's reliability approach and processes will minimize impact on overall program cost and schedule while still meeting performance requirements.

b. The Offeror shall describe its technical approach for system maintainability and processes to satisfy all maintainability objectives that will enhance servicing, preventive maintenance, corrective maintenance, and diagnostic capabilities.

c. The Offeror shall describe its technical approach and processes to conducting a Level of Repair Analysis (LORA) and System Maintenance & Repair (SM&R) codes to support the maintenance concept. At a minimum, the Offeror will propose approaches and processes to establish the most cost effective repair level or discard alternative for performing maintenance actions and to influence the product's design in the most cost effective direction.

d. The Offeror shall describe its technical approach to applying the Integrated Product Support elements through the production and life cycle of the proposed system.

L.4.1.5 Subfactor 1.5, Cybersecurity [SOW Refs: 3.3.5]

a. The Offeror shall describe its technical approach to meeting the Army's Cybersecurity/OPSEC requirements for sustaining both fixed and mobile CDT sites, which includes but not limited to the following: software patch testing, Information Assurance Vulnerability Assessments (IAVAs) implementation, FISMA scans, Risk Management Framework (RMF) processes, and procedures, backup and system restore. The Offeror shall discuss in detail its proposed approach to meeting the Army's Cybersecurity/OPSEC requirements to maintain an Information Assurance (IA) accreditation within the CDT system.

b. The Offeror shall describe all previous experiences in certifying systems in accordance with the DoD Cybersecurity requirements.

L.4.2 VOLUME II – Factor 2: Cost/Price

L.4.2.1. **GENERAL:** The Cost/Price Volume shall be submitted in a separate, detachable, and unclassified form for the purpose of evaluation independent of the other volumes. All information relating to cost or pricing must be included in this section of the proposal and defined as cost data. This volume shall stand alone in supporting the offeror's approach to reasonableness, completeness, and realism of the overall cost/price for this effort. The volume shall be prepared in accordance with the instructions below as a self-contained document requiring no cross-referencing to other proposal documents. The information submitted in response to this section shall be in a format compatible with Microsoft Office.

It is expected that this contract will be awarded based upon a determination that there is adequate price competition; therefore, the offeror is not required to provide certified cost or pricing data

with its proposal. If, after receipt of the proposals, the Contracting Officer determines that adequate price competition does not exist in accordance with FAR 15.403-1, the offeror shall provide certified cost or pricing data as requested by the Contracting Officer.

L.4.2.2. **COST/PRICE ANALYSIS:** The Government's cost/price analysis will be conducted in accordance with FAR 15.404-1.

The Government will evaluate the offeror's Cost/Price Volume for completeness, price reasonableness, cost realism, and unbalanced pricing. In order for a cost/price proposal to be complete, it must comply with all requirements of the solicitation and any attachments and exhibits.

The Government is required to evaluate each proposal relative to the cost criteria in Section M. Adequate substantiation is necessary for the Government to evaluate the cost and scope of the offeror's estimate for reasonableness, realism, and completeness, and to ensure all proposed SOW requirements are included in the cost proposal. Therefore, the offeror is advised to clearly show justification for unique practices that significantly lower costs. Proper presentation and adequate supporting documentation will ensure the cost proposal is efficiently evaluated and all assumptions are understood. The burden of proof for cost credibility rests with the offeror.

Offerors shall avoid presenting unbalanced pricing information. Unbalanced pricing exists when, despite an acceptable total evaluated cost/price (TEP), the cost/price of one or more contract line items are significantly overstated or understated. Offerors are cautioned that a proposal may be rejected if unbalanced pricing exists and the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government. The offeror shall include a statement acknowledging its understanding of unbalanced pricing and provide a basis if such pricing exist in the proposal.

Note: The proposed TO CLIN prices within the Pricing Workbook are binding and will be utilized for the life of the contract.

L.4.2.3. **COST/PRICE PROPOSAL:**

The offeror shall demonstrate it has a thorough understanding of requirements and inherent risks and is able and willing to devote resources to meet the requirements and has a valid and practical solution for all requirements. The offeror shall provide a breakdown of the costs proposed in each CLIN, shown by labor, material, overhead, other direct cost, subcontracts, G&A, etc. This information shall be submitted utilizing the requirements of FAR 15.408, Table 15-2. Certified cost and pricing data are not currently required; however, the Government reserves the right to request such data prior to award. The identified direct labor and direct rate information should be submitted for both the offeror and each subcontractor.

Each subcontractor proposing work valued over $750,000 shall provide separate volumes, which follow the same format as described in these instructions. The offeror must mark these submissions to clearly indicate the name of the prime contractor that it is partnering with. The

offeror's subcontractors may provide their information directly to the Government POCs listed in paragraph L.3.

The offeror shall submit contact information (name, telephone number and email address) for its cognizant DCMA ACO and cognizant DCAA supervisory auditor.
The offeror shall submit a copy of the most recent ACO letter regarding the status of its accounting system. If that letter is more than one year old and the offeror has a more current DCAA audit report commenting on the status of its accounting system, a copy of that report will also be submitted. If the offeror's accounting system was disapproved or deemed to be not adequate, the offeror will identify all deficiencies along with steps taken, or to be taken, to correct the deficiencies and a timeline to include audit by the cognizant audit agency after corrective action has been implemented. If the offeror's accounting system has never been audited by its cognizant federal audit agency, the offeror will so state.

The offeror shall provide prices for each Contract Line Item Numbers (CLINs) in each of the first seven tabs of the Total Proposed Price Spreadsheet (Attachment 10) to include all CLINs for all calendar years (CY) except those CLINs designated as Not Separately priced (NSP). Offerors shall provide prices for each range of items if a range price is requested. Offerors shall also provide unit prices and total proposed prices in the final tab of the Total Proposed Price Spreadsheet (Attachment 10). The total cost for evaluation purposes will be calculated by performing a cost realism analysis on proposed costs provided in the final tab in order to determine a most probable cost.

In addition to the Total Proposed Price Spreadsheet, the proposal shall include a separate editable MS Excel 2013 compatible spreadsheet including all CLINs for each calendar year and shall be submitted in the pricing volume. This spreadsheet shall be submitted unprotected and include all formulas used in calculations to develop the total cost and price by CLIN.

The prime offeror and each proposed major subcontractor/team member shall provide a copy of their cost proposal. Major subcontractors are defined as members of an offeror's overall team who will provide more than **30%** of the Total Proposed Price. By submitting its proposal, the offeror grants the Contracting Officer or an authorized representative the right to examine records that formed the basis for the cost proposal. That examination can take place at any time before award. It may include those books, records, documents, and other types of factual information (regardless of form or whether the information is specifically referenced or included in the proposal as the basis for the cost estimate) that will permit an adequate evaluation of the proposed cost.

1) Direct/Indirect/Historical Labor Rates

a) Direct Labor Rates – The offeror shall submit a projection of direct labor rates. The offeror shall provide the support for these rates in this order of preference; current Forward Price Rate Agreement (FPRA) or Forward Price Rate Recommendation (FPRR), if a FPRA is not available.

b) If neither of these documents are available, or the offeror's documents are different from the rates proposed, the offeror may supply the information below, in offeror generated format, for each labor category represented within the proposal.

c) Submit the most recent actual or average rate for each and every proposed category. Offeror will submit the actual or average rate, as the end of each of the last three completed calendar years, for each and every proposed category. The "as of" date must be shown for each calculation. For each category and each year, the offeror will identify the number of employees in each calculation. The timing of wage/salary increases will be identified in the offeror's proposal (i.e., employee's anniversary date, yearly during [month] or other [with explanation]). The offeror's subcontractors may provide their information directly to the Government POCs listed in paragraph L.3.

d) Indirect costs – The offeror shall provide supporting evidence (allocations, applications, calculations, and methodologies) for each indirect rate to be proposed. The offeror shall provide the support for these rates in this order of preference; current Forward Price Rate Agreement (FPRA) or Forward Price Rate Recommendation (FPRR). If neither of these documents are available, or the offeror's documents are different from the rates proposed, the offeror shall submit base, pool and calculated actual rates for the last three (3) contractor fiscal years and current contractor fiscal year to date. If labor is the allocation base for indirect costs, the labor cost should be summarized in order that the application of overhead rate can be easily understood.

e) Other Direct Costs – Travel, subsistence and local transportation shall be supported with a breakdown which includes: number of trips anticipated, cost-per-trip-per-person, destination(s) proposed, and number of person scheduled for travel, mode of transportation, and mileage allowances if privately-owned vehicles will be used.

f) Materials – The offeror shall identify and price the applicable material, material overhead (OH), general and administrative (G&A), fee/profit and any other material related costs to the effort.

g) Subcontracts – If proposed, cost information for subcontractors proposing work valued over $750,000 shall be furnished in the same format and level of detail as prescribed for the prime offeror. Additionally, the offeror shall submit the following information:

i) A description of the items to be furnished by the subcontractor;

ii) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected including the extent of competition obtained;

iii) The proposed subcontract price, the offeror's cost or price analysis thereof, and performance / delivery schedule, and;

iv) Identification of the type of subcontract to be used.

v) Subcontractor costs shall be delineated by cost element (labor, indirect, material, etc.) and CLIN.

2) Basis of Estimate (BOE) – A BOE is an explanation and justification of the offeror's estimate to do the work. All CLINs shall be supported with detailed data in support of the efforts proposed. The BOE documents the thought process, approach, and rationale used to arrive at the estimate being proposed. It explains the logic, rationale method, data and calculations used to estimate the resources required to perform the work. All costs listed in the BOE shall be traceable with references to costs.

3) Inflation rates – The offeror shall provide a listing of escalation rates used in the proposal, by time period, for each applicable cost category.

4) Fixed Fee: The offeror shall identify the overall fixed fee proposed, both as a percentage of the total cost and expressed in monetary terms, and discuss the basis thereof. Discuss how the proposed fixed fee or fixed fee rate was applied to labor category rates, and how fee is allocated to subcontractor/team member costs/rates. If fee-on-fee is proposed, discuss the rationale for and method of proposing such. Offerors are advised that per FAR 15.404-4(c)(4)(i)(A), proposed fee shall not exceed 15 percent of the contract's estimated cost, excluding fee. An offeror's proposal of a fixed fee exceeding 15 percent may render the offeror ineligible for award.

L.4.3 VOLUME III – Factor 3: Past Performance

L.4.3.1. This volume shall contain past performance information regarding similar contracts for development and production of virtual based driver training systems, in include, experience with image generators, motion base platforms, visual systems, SE Core terrain databases, and OneSAF. Offerors shall submit a list of Government and/or Commercial contracts on which Offeror itself served as either the prime, as a major subcontractor, or as part of a Joint Venture, in performance and/or completed during the past **five (5) years**, which are relevant to the efforts required by this solicitation. Offerors shall also submit a list of Government and/or Commercial contracts on which its Major Subcontractor(s) served as either the prime, as a major subcontractor, or as part of a Joint Venture, in performance and/or completed during the past **five (5) years**, which are relevant to the efforts required by this solicitation. Major subcontractors are defined as members of an offeror's overall team who will provide more than **30%** of the Total Proposed Price.

L.4.3.2. **Relevant scope** means contracts performed for the design, development, and fielding of Simulation Training Devices; **relevant magnitude** means contracts with a comparable total value to the CDT VPL solicitation; **relevant complexity** means contracts for virtual driver trainers.

L.4.3.3. This volume shall be organized into the following sections:

<u>Section 1 - Contract Descriptions</u>

This section shall include the following information in the following format for the most relevant previous/current Government and/or Commercial efforts:

(1) Contractor/Subcontractor place of performance, CAGE Code and DUNS Number. 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).

(2) Government/commercial contracting activity, and current address, Procuring Contracting Officer's name, e-mail address, telephone and fax numbers.

(3)Government's technical representative/COR, and current e-mail address, telephone and fax numbers or equivalent commercial information.

(4) Government/commercial contract administration activity and the Administrative Contracting Officer's name, and current e-mail address, telephone and fax numbers.

(5) Government contract administration activity's Pre-Award Monitor's name, and current e-mail address, telephone and fax numbers or equivalent commercial information.

(6) Contract Number and, in the case of Indefinite Delivery type contracts, GSA contracts, and Blanket Purchase Agreements, include a listing of all of the relevant Task/Delivery Order Numbers.

(7) Contract Type (specific type such as Fixed Price (FP), Cost Reimbursement (CR), Time & Materials (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.)).

(8) Awarded price/cost.

(9) Final or projected final price/cost.

(10) Original delivery schedule, including dates of start and completion of work.

(11) Final, or projected final, delivery schedule, including dates of start and completion of work.

<u>Section 2 – Performance</u>

(1) Offerors shall provide a specific narrative explanation of each contract listed in Section 1 describing the objectives achieved and detailing how the effort is relevant to the requirements of this solicitation.

(2) 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 list each time the delivery

schedule was revised and provide an explanation of why the revision was necessary. All Requests for Deviation and Requests for Waiver shall be addressed with respect to causes and corrective actions. 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.

Section 3 – Subcontracts

Offerors shall provide an outline of how the effort required by the solicitation will be assigned within the offeror's corporate entity and among the proposed subcontractors. If an offeror is utilizing past performance information of affiliate/subsidiary/parent company, the proposal shall clearly demonstrate that the affiliate/subsidiary/parent company will have meaningful involvement in the performance of the contract. The offeror shall clearly identify and describe the work that the affiliate/subsidiary/parent company will be performing under the CDT VPL contract effort. Furthermore, offerors shall explain how the past performance work specifically relates to the work that will be performed by the subcontractor. Offerors shall provide a description of the work performed by the affiliate/subsidiary/parent company as evidence of relevancy of the past performance information provided for the affiliate/subsidiary/parent company. If the Offeror fails to demonstrate the affiliate/subsidiary/parent company's meaningful involvement in the performance of the resultant contract, the contract or effort will not be considered relevant and will not be evaluated, and may result in an "Unknown Confidence" rating. The information provided for the prime offeror and each proposed major subcontractor must include the entire company name, company address, CAGE Code, DUNS Number and type of work to be performed by citing the applicable Government SOW or SRD subparagraph number. This includes all subcontractors who will be providing more than **30%** of the total proposed price.

If Offerors are planning to utilize subcontractors, this section shall also include an explanation of previous contracts the prime-subcontractor have worked on together and result of contract performance.

L.4.3.4. Past Performance Evaluation Questionnaire Form. For all contracts identified in Section 1, **Attachment 9** Past Performance Evaluation Questionnaire Forms must be completed and submitted as follows:

(1) The offeror shall complete Part A of the Past Performance Evaluation Questionnaire (PPQ) Form and e-mail the questionnaire to both the Government/commercial contracting activity and technical representative responsible for the past/current contract.

(2) The POC's shall be instructed to electronically complete Parts B and C of the questionnaire and submit it Not Later Than (NLT) the solicitation closing date to both Contracting Officer and the Contract Specialist for this solicitation (See Section L.2). Offerors are responsible for coordinating with their references to ensure that completed PPQs are submitted to the Contracting Officer and Contract Specialist no later than the above referenced date/time. If a

PPQ is submitted for a subcontractor, the Offerors shall insure that its name is referenced on the PPQ so that if will be matched to the Offeror.

L.4.4 VOLUME IV: Factor 4: Small Business Participation

L.4.4.1. The Small Business Participation Commitment Document shall stand on its own merit without reference to a separate Small Business Subcontracting Plan that is required for large businesses (to be submitted with Volume V). The Small Business Participation Commitment Document will be incorporated into any resulting contract award.

L.4.4.2. The Offeror, regardless of whether a Small or Large Business, shall submit a Small Business Participation Commitment Document that clearly demonstrates a viable plan for meeting or exceeding the Small Business Participation requirement of no less than 30% of Total Proposed Price (cumulative of all DOs) for EACH 12-months of the seven year ordering period (starting from the period of performance start date for the IDIQ contract) with representation from small business (SB), small disadvantaged business (SDB), service disabled veteran owned small business (SDVOSB), woman owned small business (WOSB) and Historically Underutilized Business Zone small business (HUBZones). For example, if the total amount of DOs awarded within a 12 month ordering period (For a total of seven-12 month ordering periods following the basic award date) have a funded value of $1,000,000, the contractor should satisfy the 30% Small Business Participation requirement of at least $300,000 over this 12 month period. A Small Business Offeror can meet the Small Business Participation requirement through performance as a SB, or a combination of performance and SB subcontracting.

Offerors shall submit a single Small Business Participation Commitment Document IAW DFARS 215.304. The commitment document shall include the following:

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

{ } Large
{ } Small (also check type of Small Business below)
- { } Small Disadvantaged Business
- { } Woman-Owned Small Business
- { } Historically Underutilized Business Zone Small Business
- { } Service Disabled Veteran Owned Small Business

b. Total Proposed Price: (from Total Proposed Price Spreadsheet)

c. Dollar Value performed by Offeror as Prime Contractor: $_____

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

	Dollar Value	Percentage of Total Proposed Price
Large:	$	%
Small: (see Note 1)	$	%
Total:	$ Total Proposed Price	100% (see Note 2)

Note 1: Small includes: Small Business (SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), Historically Underutilized Business Zones (HUBZones), and Service-Disabled Veteran-Owned Small Business (SDVOSB). Only include once regardless if represented in multiple groups.

Note 2: Include the Prime Offeror's dollars and percentage(s). When combined, Large and Small Business totals must equal 100% of the Total Proposed Price.

e. Using the Total Proposed Price Spreadsheet schedule, the Offeror shall populate the following table to identify all anticipated Prime and subcontracted supplies/services. When combined, Prime and anticipated subcontracted totals must equal 100% of the Total Proposed Price. The sum of the Estimated Total Dollars for Each Service/Supply for the stated SB subcontractors should ultimately lead to achieving the Small Business Participation requirement of no less than 30% for EACH 12 months of the seven year ordering period. The Offeror shall create as many rows and tables as necessary to adequately identify all subcontractors for EACH 12 months of the seven year ordering period (starting from the period of performance start date for the IDIQ contract).

Pursuant to Section 8(d) of the Small Business Act, a concern is Small for subcontracts which relate to Government procurements if it does not exceed the size standard for the North American Industry Classification System (NAICS) code that the prime contractor believes best describes the product or services being acquired by the subcontract. In other words, the size of the Offeror's subcontractors and suppliers is determined by the NAICS code of the subcontract, which may or may not be the same NAICS code as the one for Offeror's contract with the Government.

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

The Offeror shall provide a short description of the specific services to be provided and the nature of complexity by each SB, the rationale supporting SB selection(s), and the estimated total dollar

value for each service. Complexity is defined as the level of involvement for performance of functions provided by the SB concerns.

The Offeror shall provide an explanation pertaining to the process the Offeror uses for identifying and selecting SBs for subcontracted work and how the process will be used on this contract to meet the Offeror's SB Participation requirement.

f. Extent of Commitment: The Offeror shall provide documentation regarding individual and enforceable commitments to utilize any SB firms, as defined in FAR Part 19, as subcontractors. Copies of such commitments shall be provided as part of Offeror's Small Business Participation Volume IV.

g. Prior Performance Information: All Offerors shall substantiate past utilization of SBs. This evidence shall consist of three past relevant contracts to include evidence of attainment of Small Business Participation requirements as a percentage of Total Contract Value/Price over the past three calendar years to include requirement identification and achievement. A SB Offeror shall include its own performance in the documentation. Any information concerning long-term relationships with SB subcontractors, such as mentor-protégé relationships, supporting the Offeror's past utilization of SBs on relevant contracts, should be reported.

h. Prior Performance Information: All Offerors are to provide a description of performance, over the past three calendar years, in complying with the requirements of FAR 52.219-8, Utilization of Small Business Concerns to include a description and available documentation of the methods employed to promote SB utilization, the internal methods used to monitor such utilization, and any other information substantiating that the Offeror will satisfy the requirements of FAR 52.219-8.

L.4.4.3. Large Business Offerors shall provide proof of compliance with the requirements of FAR 52.219-9, Small Business Subcontracting Plan, for the past three calendar years under three separate relevant contracts, including documentation of the requirements such as copies of SF 294 Individual Subcontract Report using the Electronic Subcontracting Reporting System or SF 295, Summary Subcontract Report if the Offeror has a Comprehensive Small Business Subcontracting Plan. If submitting SF 295 as a result of a Comprehensive Small Business Subcontracting Plan, provide actual achievements that correlate with the past three calendar years under the three separate relevant contracts identified. Large Businesses that have never held a contract incorporating 52.219-9 shall so state.

Offerors consisting of a joint venture (JV) that do not have three past relevant contracts can satisfy the above requirements by submitting the information of that of the managing partner of the joint venture.

L.4.5 VOLUME V: Contracting Information

This volume shall contain the following items:

L.4.5.1. Signed SF33 and acknowledgment of each amendment, including completion of any RFP clause or provision that requires a fill-in or response.

L.4.5.2. Signed Representations, Certifications, and Acknowledgements or Online Representations and Certifications Application (ORCA) reference the signed Standard Form (SF) 33, SF30 (if applicable), and the completed clauses in Section K, Certifications and Representations.

L.4.5.3. Proof of SAMS Registration.

L.4.5.4. Contact information (name, telephone number and email address) for the Offeror's cognizant ACO and cognizant Audit office.

L.4.5.5. Small Business Subcontracting Plan
Large Business Offerors Only shall provide a Small Business Subcontracting Plan meeting the requirements of FAR 52.219-9 and DFARS 252.219-7003 (or DFARS 252.219-7004 if the Offeror has a Comprehensive Small Business Subcontracting Plan). The Small Business Subcontracting Plan is not a requirement for evaluation in source selection, but rather a requirement for award to a Large Business and will be incorporated into any resultant contract. The Small Business Subcontracting Plan shall reflect and be consistent with the commitments stipulated in the Offeror's proposed Small Business Participation Plan.

If during the responsibility determination, prior to award, the Government has questions regarding the potential awardee's Small Business Subcontracting Plan, the communications and questions are not part of discussions as defined in FAR 15.306, Exchanges With Offerors After Receipt of Proposals. Failure to submit and resolve differences between the Offeror's proposed Small Business Participation Plan and the Offeror's Small Business Subcontracting Plan will result in the Offeror's proposal to be determined to be non-compliant and ineligible for award.

The Small Business Subcontracting Plan will be incorporated by attachment into any resulting contract award.

L.4.5.6. Property Management Plan.

SECTGION M

SOLICITATION SECTION M: EVALUATION CRITERIA

M.1 BASIS FOR AWARD

The contract will be awarded to a single offeror whose proposal represents the overall best value to the Government, with consideration given to four (4) evaluation factors: Technical, Cost/Price, Past Performance, and Small Business Participation. The Government will consider all the non-price factors/subfactors in the tradeoff process in making the final determination regarding award. As such, the Government may award to other than the lowest price or technically outstanding proposal.

Source selection procedures will be in accordance with (IAW) Federal Acquisition Regulation (FAR) Part/Subpart 15. The award selection will be based upon evaluation of each Offeror's proposal, with award made on a subjective trade-off analysis basis. The process permits trade-offs between cost and non-cost factors and allows the Government to award the contract to other than the lowest priced or the highest rated technical proposal.

M.1.1 The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.3). However, the Government reserves the right to enter into discussions at the sole discretion of the SSA. If discussions are to be conducted, the Contracting Officer will establish a competitive range comprised of all of the most highly rated proposals, based upon the ratings of each proposal against all evaluation factors and subfactors. The approval of the decision to establish a competitive range will be made by the SSA.

M.1.2 After evaluating all proposals IAW FAR 15, the Contracting Officer may also determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which efficient competition can be conducted. Offerors are therefore advised that the Contracting Officer, for purposes of efficiency, may also limit the number of Offerors within the competitive range, with approval from the SSA. Government exchanges with Offerors after receipt of proposals does not constitute a rejection or counteroffer.

M.2 EVALUATION FACTORS AND RELATIVE IMPORTANCE.

The Government will evaluate proposals using the following evaluation factors:

Factor 1, Technical

- SubFactor 1.1: Critical Subsystems Capabilities
- SubFactor 1.2: Open Architecture
- SubFactor 1.3: Product Line Support & configuration Management Processes
- SubFactor 1.4: Supportability
- SubFactor 1.5: Cybersecurity

Factor 2, Cost/Price

Factor 3, Past Performance

Factor 4, Small Business Participation

M.2.1– RELATIVE ORDER OF IMPORTANCE

Factor 1-Technical is significantly more important than Factor 2-Cost/Price. Factor 2-Cost/Price is more important than Factor 3-Past Performance. Factor 3-Past Performance is more important than Factor 4-Small Business Participation. Cost/Price will not receive an adjectival rating.

M.2.2
Factor 1-Technical, Factor 3-Past Performance, and Factor 4-Small Business Participation, when combined, are significantly more important than the Factor 2-Cost/Price factor.

M.2.3
Under Factor 1, Technical, the following is the order of importance in determining the overall rating for Factor 1 (Technical): Subfactor 1.1, Critical Subsystems Capabilities is more important than Subfactor 1.2, Open Architecture. Subfactor 1.2, Open Architecture is equally important to Subfactor 1.3, Product Line Support & Configuration Management Processes. Subfactor 1.2 and 1.3 Product Line Support & Configuration Management Process are more important than Subfactor 1.4 Supportability and Subfactor 1.5 Cybersecurity. Subfactor 1.4 Supportability is equally important to Subfactor 1.5 Cybersecurity.

M.3 EVALUATION CRITERIA

The evaluation of proposals will be based upon the following factors and subfactors:

M.3.1 FACTOR I – Technical

Each subfactor will be assessed and given a Combined Technical/Risk Rating (See M.4.1.1) based upon strengths, weaknesses, and deficiencies defined in section M.4.4.4. An overall Combined Technical/Risk Rating will be assigned to this factor by combining the ratings of Subfactors 1.1, 1.2, 1.3, 1.4 and 1.5 in accordance with the relative importance noted in Section M.2.3.

Offerors are on notice that a rating of less than “Acceptable” assigned to any subfactor will cause an overall technical rating of less than “Acceptable”’ and therefore, the Offeror will be ineligible for award.

The subfactor evaluation criteria are listed below:

M.3.1.1 Subfactor 1.1, Critical Subsystems Capabilities [[SOW Refs: 3.0, 3.1, 3.2, 3.3, 3.9; SRD Refs: 3.1, 3.3, 3.8, 3.16 (Common); 3.2 (Visual)]

a. The Government will evaluate the Offeror's approach to integrate GFI, such as One Semi-Automated Forces (OneSAF) and Synthetic Environment (SE) Core products [Database, models, Virtual Distributed Interactive Simulation (VDIS), etc.] to meet CDT requirements. The Offeror will be evaluated based on experience with SE Core products to incorporate any specific CDT changes/enhancements.

b. The Government will evaluate the Offeror's proposed solution to meet CDT networking 1 IOS:8 STSs and networking between CDT variants.

c. The Government will evaluate the offeror's proposed solution for replacing or enhancing the current Scenario Generation Software (SGS) tool. At a minimum, the solution/tool proposed will be evaluated based on which features are automated, which will have pre-set conditions, which pre-set conditions can be manually changed, user-friendly characteristics of Graphical User Interface (GUIs), and enhanced features beyond CDT requirements.

d. The Government will evaluate the Offeror's technical solution for designing, developing, fabricating, integrating, testing, validating, delivering, and installing technology refreshes on CDT systems. The Offeror will be evaluated based on its analysis and description of its technical approach regarding which CDT legacy components should be refreshed, refurbished, redesigned, and/or replaced with emphasis on the motion-base and visual system (Image Generator and Visual Display Unit) capabilities.

M.3.1.2 Subfactor 1.2, Open Architecture [SOW Refs: 3.0, 3.1, 3.2, 3.3, 3.5; SRD Refs: 3.1, 3.2 (Common); 3.2, 3.3 (Visual)]

a. The Government will evaluate the Offeror's proposed approach for open architecture, modular design, standards-based interfaces, and use of non-proprietary subcomponents and licenses. At a minimum, the proposed approach will be evaluated based on its open architectural design having applications with other GCTT/PEO STRI products.

b. The Government will evaluate the Offeror's proposed approach for common parts/components and interfaces. In particular, the Offeror will be evaluated based on its single motion-base system design to perform 6-DOF (Degrees of Freedom) for fixed sites and at a minimum 3-DOF for mobile solutions. In particular, the Offeror will be evaluated based on its single vehicle cab-design that shall be able to provide different vehicle variant [e.g. MRAP Variant (MV), Stryker Variant (SV), Tank Variant (TV), Tank Engineering Variant (TEV) and Tactical Wheeled Variant (TWV)] driver training. Additionally, the Offeror will be evaluated based on its selection of common parts/components and interfaces that are able to be acquired with minimum lead times (i.e. less than two months). The Offeror's proposed approach will be evaluated for risk impacts associated with parts/components that require a lead time greater than two months.

c. The Government will evaluate the Offeror's proposed approach based on its technical approach, processes and open system architecture solution to increase interoperability among

CDT's Product Lines. The Offerer will be evaluated based on the compatibilities of hardware (80% common) and a single software baseline approach.

d. The Government will evaluate the Offeror's response to solicitation provision DFARS Subpart 252.227-7017 and evaluate for risk(s) impacts. If anything less than Unlimited Rights is offered for hardware and software developed under Cost type CLINs, the narrative that explains the why and the approach the Government may use to achieve Unlimited Rights will also be evaluated for risk.

M.3.1.3 Subfactor 1.3, Product Line Support & Configuration Management Processes [SOW Refs: 3.1, 3.2, and 3.3]

a. The Government will evaluate the Offeror's proposed approach for configuration management and its planned use of Live Training Transformation (LT2) tools and if/how the Offeror can contribute to the CDT Virtual Product Line and/or PM TRADE LT2 Product Line. At minimum, the Offeror will be evaluated based on the proposed subsystems of common components that can be utilized across other virtual trainer platforms/products.

b. The Government will evaluate the Offeror's proposed processes, implementation, coordination and staffing approaches to adequately and efficiently manage multiple, simultaneous and complex efforts, concurrently, without negatively impacting software development. The Offeror will be evaluated based on its understanding of the CDT requirements and its identification of risk areas associated with its technical approach and the described COAs required to eliminate the impacts to include management of staffing, resources, and subcontracts.

c. The Government will evaluate the Offeror's proposed IMP and IMS plan to address its programmatic approach in delivering the initial delivery orders of the TEV, TV, TWV Phase I, TWV Phase II, MV and SV. The Offeror will be evaluated on its proposed WBS, down to Level 3, and supporting resources and staffing to ensure that it includes the full breadth of contract requirements, and that the proposed WBS is expandable and flexible to accommodate changes in requirements. The Offeror's programmatic approach will be evaluated based on its proposed approach to addressing requirements synthesis to its Agile Scrum development process. The Offeror's proposal will be evaluated based on its subsystems and final system testing successes to its proposed maintenance and operations concepts.

M.3.1.4 Subfactor 1.4, Supportability [SOW Refs: 3.6-3.9.2]

a. The Government will evaluate the Offeror's proposed approach for reliability and the manner in which (a) its processes improve operational readiness and mission success of the system; (b) how the offeror's reliability approach and processes minimize the demand for maintainers and logistics support; and (c) how the offeror's reliability approach and processes will minimize impact on overall program cost and schedule while still meeting performance requirements.

b. The Government will evaluate the Offeror's proposed maintainability approach and processes to measure complexity, accessibility, and testability to enhance servicing, preventive maintenance, corrective maintenance, and diagnostic capabilities.

c. The Government will evaluate the Offeror's proposed approach and processes to establish the most cost effective repair level or discard alternative for performing maintenance actions and to influence the product's design in the most cost effective direction.

d. The Government will evaluate the Offeror's proposed applied approach using the Integrated Product Support elements through the production and life cycle of the proposed system.

M.3.1.5 Subfactor 1.5, Cybersecurity [SOW Refs: 3.3.5]

a. The Government will evaluate the Offeror's proposed approach for Cybersecurity strategy / Risk Management Framework (RMF) processes and procedures. At a minimum, the Offeror will be evaluated based on its understanding of the certification processes, i.e. what documents are required and the proper planning/scheduling leading up to the certification date.

b. The Government will evaluate the Offeror's previous experiences executing DoD Cybersecurity management. The Offeror will be evaluated based on its involvement in completing the Cybersecurity packages and achieving system certification.

M.3.2 FACTOR 2– Cost/Price

The resulting contract award will be an ID/IQ contract with both FFP and CPFF CLINs.

M.3.2.1. The Government will evaluate the Offeror's Cost/Price Volume in accordance with FAR Subpart 15.404-1 for fairness, compliance, completeness, errors, price reasonableness, cost realism, and unbalanced pricing. Normally, price reasonableness is established through adequate price competition, but may also be determined through cost and price analysis techniques as described in FAR 15.404-1. Proposed rates and factors will be verified with the Defense Contract Management Agency (DCMA), Defense Contract Audit Agency (DCAA) or other Cognizant Audit Agency via rate check or formal audit, as appropriate. In order for a cost/price proposal to be complete, it must comply with all requirements of the solicitation and any attachments and exhibits. Cost proposals will not be scored, ranked, nor rated. The burden of proof for cost/price fairness, reasonableness, compliance, completeness, and cost realism rests with the offeror.

M.3.2.2. For evaluation purposes, the total evaluated price (TEP) will be the sum of the Government's determined probable cost for the CPFF CLINs and all the FFP CLINs included in the final tab of the Total Proposed Price Spreadsheet).

M.3.2.3. (CPFF) Evaluation. The Government will conduct a cost realism analysis on the Offeror's proposed cost for all CPFF CLINs, through a probable cost analysis. The probable cost will be determined by adjusting each offeror's proposed cost, and fee when appropriate, to reflect any additions or reductions in cost elements to realistic levels based on the risk associated with the offerors technical proposal and on the results of the cost realism analysis. A cost realism analysis will also be performed to determine whether the offeror has proposed current

allowable and allocable indirect burdens in accordance with its accounting and estimating system. As part of the evaluation, the Government may consider DCAA audit information and other information the Government deems relevant. The probable cost may differ from the proposed cost and will reflect the Government's best estimate of the cost that is most likely to result from the offeror's proposal. The Offeror's proposed costs (i.e., labor, material, rates, escalation, and any other predictable costs of performance) which do not reflect the most probable cost for the work to be performed will be adjusted either up or down for evaluation purposes only. A proposal that is neither realistic nor justified may result in a higher most probable cost. Therefore, the offeror is advised to clearly show justification for unique practices that significantly lower costs.

If the cost realism assessment indicates the proposed cost is unrealistically low, an indication of "buy-in," the Government may consider the offeror to have a lack of understanding of the technical requirements and the proposal may be considered unreasonable and/or unrealistic and may be excluded from further consideration for award.

M.3.2.4. (FFP) Evaluation. The Government will evaluate the reasonableness of the offeror's proposed FFP CLINs through a price analysis. All FFP CLINs will be evaluated for fair and reasonableness. Offers found to be unreasonably high may be considered unacceptable and may be excluded from further consideration for award.

M.3.2.5. Labor Rates Evaluation. The Government will evaluate the proposed labor categories and labor rates for fair and reasonableness.

M.3.2.6. Unbalanced Pricing Analysis: The Government will evaluate the Cost/Price Volume, specifically the Total Proposed Price Spreadsheet for the presence of Unbalanced Pricing. An offer may be rejected if the Procuring Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government. Unbalanced Pricing exists when, despite an acceptable TEP, the cost of one or more contract line items is significantly overstated or understated and poses an unacceptable risk to the Government. The Government may determine that a proposal is unacceptable if the proposed costs/price is materially unbalanced between line items or sub-line items within a pricing period, or between line items or sub-line items across the entire ordering period of the contract.

M.3.2.7. Definitions:

(1). Price Analysis: The process of examining and evaluating a proposed price without evaluating its separate cost elements and proposed profit/fee as described in FAR 15.404-1(b).

(2). Cost Analysis: The review and evaluation of any of the separate cost elements and profit or fee in an offeror's or contractor's proposal as needed to determine a fair and reasonable price or to determine cost realism, and the application of judgment to determine how well the proposed costs represent what the cost of the contract should be, assuming reasonable economy and efficiency as described in FAR 15.404-1(c).

(3). Cost Realism: Means that the cost in an Offeror's proposal (1) Are realistic for the work to be performed; (2) Reflect a clear understanding of the requirements; and (3) Are consistent with the various elements of the offeror's technical proposal.

(4). Cost Realism Analysis: The process of independently reviewing and evaluating specific elements of each Offeror's proposed cost estimates to determine whether the estimated proposed cost elements are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the unique methods of performance and materials described in the offeror's technical proposal as described in FAR 15.404-1(d).

(5). Unbalanced Pricing Analysis: Unbalanced Pricing exists when, despite an acceptable TEP, the cost or price of one or more contract line items is significantly over or understated as indicated by the application of cost/price analysis techniques as described in FAR 15.404-1(g).

(6). Reasonableness: For a price to be reasonable, it will represent a price to the Government that a prudent person would pay when consideration is given to prices in the market. Normally, price reasonableness is established through adequate price competition, but may also be determined through cost and price analysis techniques as described in FAR 15.404-1.

M.3.3 FACTOR 3 - Past Performance

M.3.3.1. The Government will evaluate the offeror's past performance to assess the offeror's probability of meeting the solicitation requirements. The past performance evaluation considers the offeror's demonstrated recent and relevant record of performance in supplying products and services that meet the contract's requirements. In accordance with FAR 15.305(a)(2), the recency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance will be considered. These are combined to establish one performance confidence assessment rating for the offeror. NOTE: Offeror refers to the proposed prime contractor, joint venture entity, affiliate/subsidiary/parent company, team members and all major subcontractors.

M.3.3.2. There are three aspects to the past performance evaluation:
(1) Recency
(2) Relevancy (including context of data), and
(3) Quality (including general trends in contractor performance and source of information).

Recency. The recency of the offeror's past performance will be evaluated first. Recency is the time period during which past performance references are considered relevant, and is critical to establishing the relevancy of past performance information. Past Performance within the five (5) years prior to the solicitation release date will be considered recent past performance for the purposes of this solicitation.

Relevance. Secondly, efforts determined to be recent will then be evaluated by how relevant they are to the CDT VPL effort The Government will assess for relevant past performance in terms of scope, magnitude, and complexity. Relevant scope means contracts performed for the

design, development, and fielding of virtual based driver training systems, to include, experience with image generators, motion base platforms, visual systems, SE Core terrain databases, and OneSAF. Relevant magnitude means contracts with a comparable total value to the CDT VPL solicitation; and relevant complexity means contracts for virtual driver's trainers. Offeror will receive a rating in accordance with the Past Performance Relevancy Ratings Method as indicated in section M.4.1.1.

Quality. The Quality of Products or Services is the third aspect of the past performance evaluation and is done to establish the overall quality of the offeror's past performance (see FAR 15.304(c)(2)). The past performance evaluation conducted in support of a current source selection does not establish, create, or change the existing record and history of the offeror's past performance on past contracts; rather, the past performance evaluation process gathers information from customers on how well the offeror performed those past contracts. The Government will review all past performance information collected and determine the quality of the offeror's performance, general trends, and usefulness of the information and incorporate these into the performance confidence assessment (see table below). A separate quality assessment rating is not required and will not be assigned; rather, the past performance confidence assessment rating is based on the offeror's overall record of recency, relevancy, and quality of performance. Offerors will receive one combined rating in accordance with the Performance Confidence Assessments Rating Method indicated in section M.4.2.2.

M.3.3.3. The potential Sources of Past Performance Information for evaluation are as follows:

(1) Past performance information may be provided by the offeror, as solicited;
(2) Past performance information may be obtained from questionnaires tailored to the circumstances of the acquisition (see PPQ Attachment 9); and
(3) Past performance information may be obtained from any other sources available to the Government, to include, but not limited to, the Past Performance Information Retrieval System (PPIRS), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), or other databases; the Defense Contract Management Agency; and interviews with Program Managers, Contracting Officers, and Fee Determining Officials.

NOTE: The Government is not compelled to rely on all of the possible past performance information sources available.

M.3.3.4. In the case of offerors for which there is no information on past contract performance or where past contract performance information is not available, the offeror may not be evaluated favorably or unfavorably on the factor of past contract performance (see FAR 15.305(a)(2)(iv).) In this case, the offeror's past performance is unknown and assigned a performance confidence rating of "neutral." Although the SSEB may not rate an offeror that lacks recent, relevant past performance favorably or unfavorably with regard to past performance, the SSA may determine, that a "Substantial Confidence" or "Satisfactory Confidence" past performance rating is worth more than a "Neutral Confidence" past performance rating in a best value tradeoff as long as the determination is consistent with stated solicitation criteria.

M.3.3.5. When assessing past performance, the Government will focus its inquiry on the past performance of the offeror (prime/joint venture partners, then major subcontractors, lastly officer/employee) as it relates to the solicitation requirements. These requirements include all aspects of schedule and performance, including the offeror's record of: 1) quality of products or services; 2) maintaining schedules; 3) management; and, 4) customer satisfaction.

M.3.3.6. Major subcontractors are defined as members of an offeror's overall team who will provide more than **30%** of the Total Proposed Price. 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 (within the past five (5) years of the release date of the solicitation) and relevant quality of services/performance efforts in their proposal.

M.3.4 FACTOR 4 – Small Business Participation Plan.

M.3.4.1.The Government evaluations shall be documented IAW the rating methodology outlined in Section M.4.3.

M.3.4.2. Proposals not meeting the required annual Small Business Participation requirement of no less than 30% of the Total Proposed Price (cumulative of all DOs) for **EACH** 12-months of the seven year ordering period (starting from the period of performance start date for the IDIQ contract) may be considered non-responsive. The Government will evaluate the following:

a. Extent to which small business firms and processes for competing/identifying areas for small business are specifically identified in proposals (processes focused on increasing Small Business Participation will be evaluated more favorably than generic or non-existent ones);

b. Complexity and variety of the work Small Businesses are to perform (increased complexity and variety that supports the growth of the Small Business capabilities will be evaluated more favorably than lower complexity or variety approaches);

c. Extent of commitments to use such Small Business firms (enforceable commitments will be evaluated more favorably than non-enforceable ones);

d. Past performance of the Offeror in achieving Small Business Participation Requirements as a percentage of Total Contract Value/Price on relevant contracts over the past three calendar years;

e. Past performance of the Offeror in complying with requirements of the clauses at FAR 52.219-8 Utilization of Small Business Concerns, and, for all Large Business Offerors, FAR 52.219-9 Small Business Subcontracting Plan; and

f. Extent to which the Offeror meets or exceeds the Government's Small Business Participation requirement of no less than 30% of the Total Proposed Price (cumulative of all DOs) for **EACH** 12-months of the seven year ordering period (starting from the period of performance start date for the IDIQ contract) with representation from Small Business (SB), Small Disadvantaged Business (SDB), Service Disabled Veteran Owned Small Business (SDVOSB), Woman Owned Small Business (WOSB) and Historically Underutilized Business Zone Small Business (HUBZones).

M.4 EVALUATIONS RATINGS

M.4.1 Technical Ratings

M.4.1.1 Combined Technical/Risk Rating Method

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

		unsuccessful performance is unacceptable. Proposal is unawardable.

M.4.2 Past Performance Ratings

M.4.2.1 Past Performance Relevancy Rating Method

Adjectival Rating	Description
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.

M.4.2.2 Performance Confidence Assessments Rating Method

Adjectival Rating	Description
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.

M.4.3 Small Business Participation Rating Method

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

M.4.4 Definitions

The following definitions are applicable to the evaluation of technical, past performance and Small Business Participation volumes.

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

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

Weakness- a flaw in the proposal that increases the risk of unsuccessful contract performance.

Significant Weakness- a flaw in the Offeror's proposal that appreciably increases the risk of unsuccessful contract performance.

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