

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1   63		
2. CONTRACT NO.		3. SOLICITATION NO. HQ003421R0037	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 13 Jan 2021	6. REQUISITION/PURCHASE NO.			
7. ISSUED BY WHS - ACQUISITION DIRECTORATE 4800 MARK CENTER DRIVE, SUITE 09F09 ALEXANDRIA VA 22350			CODE HQ0034	8. ADDRESS OFFER TO (If other than Item 7)  <b>See Item 7</b>		CODE	TEL: FAX:	
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".								
<b>SOLICITATION</b>								
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until <u>11:00 AM</u> local time <u>19 Jan 2021</u> (Hour) (Date)								
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.								
10. FOR INFORMATION CALL:		A. NAME MONIQUE S. WADDELL		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 703-545-0589		C. E-MAIL ADDRESS monique.s.waddell.civ@mail.mil		
<b>11. TABLE OF CONTENTS</b>								
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<b>OFFER (Must be fully completed by offeror)</b>								
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.								
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.								
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)								
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.	DATE	AMENDMENT NO.	DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE		
<b>AWARD (To be completed by Government)</b>								
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )					23. SUBMIT INVOICES TO ADDRESS SHOWN IN		ITEM	
					(4 copies unless otherwise specified)			
24. ADMINISTERED BY (If other than Item 7)				CODE	25. PAYMENT WILL BE MADE BY			
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.**

## Section A - Solicitation/Contract Form

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
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52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	JUN 2020
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	JUN 2020
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUN 2020
52.209-7	Information Regarding Responsibility Matters	OCT 2018
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2017
52.215-2	Audit and Records--Negotiation	JUN 2020
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications	JUN 2020
52.215-12	Subcontractor Certified Cost or Pricing Data	JUN 2020
52.215-12 (Dev)	Subcontractor Certified Cost or Pricing Data (Deviation 2018- O0015)	JUN 2020
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	JUN 2020
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	JUN 2020
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.215-23	Limitations on Pass-Through Charges	JUN 2020
52.216-7	Allowable Cost And Payment	AUG 2018

52.217-5	Evaluation Of Options	JUL 1990
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation	MAY 2018
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-25	Affirmative Action Compliance	APR 1984
52.222-26	Equal Opportunity	SEP 2016
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-38	Compliance With Veterans' Employment Reporting Requirements	FEB 2016
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
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52.222-54	Employment Eligibility Verification	OCT 2015
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	JUN 2020
52.227-1	Authorization and Consent	JUN 2020
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52.230-1	Cost Accounting Standards Notices And Certification	JUN 2020
52.230-2 (Dev)	Cost Accounting Standards (DEVIATION 2018-O0015)	JUN 2020
52.232-2	Payments Under Fixed-Price Research And Development Contracts	APR 1984
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52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-22	Limitation 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	OCT 2018
52.232-37	Multiple Payment Arrangements	MAY 1999
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-3	Continuity Of Services	JAN 1991
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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
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52.242-17	Government Delay Of Work	APR 1984
52.243-1	Changes--Fixed Price	AUG 1987
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52.245-1	Government Property	JAN 2017
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52.245-9	Use And Charges	APR 2012
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-9	Inspection Of Research And Development (Short Form)	APR 1984
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-9	Default (Fixed-Priced Research And Development)	APR 1984
52.249-14	Excusable Delays	APR 1984
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
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7006	Billing Instructions	OCT 2005
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7016	Covered Defense Telecommunications Equipment or Services -- Representation	DEC 2019
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	DEC 2019
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	DEC 2019
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.211-7003	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
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.225-7012	Preference For Certain Domestic Commodities	DEC 2017
252.225-7048	Export-Controlled Items	JUN 2013
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
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
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018

252.232-7010	Levies on Contract Payments	DEC 2006
252.235-7011	Final Scientific or Technical Report	DEC 2019
252.239-7011	Special Construction And Equipment Charges	DEC 1991
252.242-7006	Accounting System Administration	FEB 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.245-7000	Government-Furnished Mapping, Charting, and Geodesy Property	APR 2012
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	DEC 2017
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	DEC 2017

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

(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) 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 SAM;
- (2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;
- (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](http://www.sam.gov) for the designated entity for establishing unique entity identifiers.

(b)(1) An Offeror is required to be registered in SAM when submitting an offer or quotation, and shall continue to be registered until time of 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 SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://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) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See <https://www.sam.gov> for information on registration.

(End of Provision)

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

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541611.
  - (2) The small business size standard is \$16,500,000.
  - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(     ) Paragraph (d) applies.

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

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

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

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

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

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

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

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.
- (xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)
- (xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xxi) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$83,099, the provision with its Alternate II applies.
- (D) If the acquisition value is \$83,099 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.
- (xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

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

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

[Contracting Officer check as appropriate.]

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

(ii) 52.204-20, Predecessor of Offeror.

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

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

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

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

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

(End of provision)

52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018)

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

Covered article means any hardware, software, or service that--

- (1) Is developed or provided by a covered entity;
- (2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or
- (3) Contains components using any hardware or software developed in whole or in part by a covered entity.

Covered entity means--

- (1) Kaspersky Lab;
- (2) Any successor entity to Kaspersky Lab;
- (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
- (4) Any entity of which Kaspersky Lab has a majority ownership.

(b) Prohibition. Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any covered article. The Contractor is prohibited from--

- (1) Providing any covered article that the Government will use on or after October 1, 2018; and
- (2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) Reporting requirement.

(1) In the event the Contractor identifies a covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer or, in the case of the Department of Defense, to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

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

(i) Within 1 business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial items.

(End of clause)

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

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

(a) Definitions. As used in this provision-

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

(b) Prohibition.

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

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

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or

services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

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

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

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

(d) Representations. The Offeror represents that--

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

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

It  does,  does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

#### 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

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

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means--

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

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau

of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means--

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

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

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

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

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

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

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

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

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

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

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this

clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing--

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

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

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

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

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

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

(c) Representations.

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

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

(End of provision)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (AUG 2020)

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

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

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

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

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

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

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

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

(End of provision)

52.209-12 CERTIFICATION REGARDING TAX MATTERS (OCT 2020)

(a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.

(b) If the Offeror is proposing a total contract price that will exceed \$5.5 million (including options), the Offeror shall certify that, to the best of its knowledge and belief, it--

(1) Has [ ] filed all Federal tax returns required during the three years preceding the certification;

(2) Has not [ ] been convicted of a criminal offense under the Internal Revenue Code of 1986; and

(3) Has not [ ], more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(End of provision)

## 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 (insert dollar figure or quantity), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

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

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

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

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

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

(End of clause)

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

(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 **July 30, 2026**.

(End of clause)

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

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

(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 anytime before the Contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 66.

(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 WHS-AD, 4800 MARK CENTER DRIVE, SUITE 09F09, ALEXANDRIA, VA 22350.

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

(End of provision)

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

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

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

(End of provision)

## CLAUSES INCORPORATED BY FULL TEXT

### 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

(End of provision)

## CLAUSES INCORPORATED BY FULL TEXT

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

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

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

### 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)

## CLAUSES INCORPORATED BY FULL TEXT

**252.201-9000 WHS/AD LOCAL CLAUSE: CONTRACTING OFFICER'S REPRESENTATIVE (COR)  
(MAR 2015)**

(a) The Contracting Officer's Representative (COR) is a representative of the Government with limited authority who has been designated in writing by the Contracting Officer to provide technical direction, clarification, and guidance with respect to existing specifications and performance work statement/statement of work/statement of objectives, as established in the contract. The COR also monitors the progress and quality of the Contractor's performance for payment purposes. The COR shall promptly report Contractor performance discrepancies and suggested corrective actions to the Contracting Officer for resolution.

(b) The COR is not authorized to take any direct or indirect actions or make any commitments that will result in changes to price, quantity, quality, schedule, place of performance, delivery or any other terms or conditions of the written contract.

(c) The Contractor is responsible for promptly providing written notification to the Contracting Officer if it believes the COR has requested or directed any change to the existing contract. No action shall be taken by the Contractor for any proposed change to the existing contract. No action shall be taken by the Contractor for any proposed change to the contract until the Contracting Officer has issued a written directive or a written modification to the contract. The Government will not accept and is not liable for any alleged change to the contract unless the change is included in a written contract modification or directive signed by the Contracting Officer.

(d) COR authority is not delegable.

(e) The COR for this contract is: \_\_\_\_\_ [Contracting Officer fill in "To be specified at time of award" (or similar wording) if pre-award. If post-award, fill in with COR name and contact information.] \_\_\_\_\_  
(end of clause)

**252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (APR 2020)**

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

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

(2) If the provision at FAR 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (e) applies.

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

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

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

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

(iii) 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.

(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 Certain Foreign Commercial Satellite Services--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.

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

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

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

FAR/DFARS Clause #	Title	Date	Change

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

(End of provision)

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items—

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

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

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

**Cost Voucher or Invoice 2in1, as specified in the PWS.**

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

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

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

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

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

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

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

Routing Data Table\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	_____

Issue By DoDAAC	HQ0034
Admin DoDAAC**	HQ0034
Inspect By DoDAAC	HQ0157
Ship To Code	HQ0157
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	TBD AT AWARD
Other DoDAAC(s)	_____

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

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

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

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

(g) WAWF point of contact.

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

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

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

(End of clause)

Potential bidders or offerors may submit an agency-level protest directly to the Contracting Officer. As an alternative to the Contracting Officer's consideration of a protest, a potential bidder or offeror may request an independent review of their protest by a WHS Protest Deciding Official. In either case, the agency-level protest must comply with the requirements and procedures in FAR 33.103 for submitting agency-level protests. A request for an independent review by the WHS Protest Deciding Official shall be submitted to:

Mr. David Kao  
WHS/AD  
Protest Deciding Official  
Email: david.kao.civ@mail.mil

A protest decision by the Contracting Officer or WHS Protest Deciding Official is final and not subject to appeal or reconsideration within WHS.  
(end of clause)

**252.237-9000 WHS/AD LOCAL CLAUSE: MANDATORY CONTRACTOR MANPOWER REPORTING (MAR 2015)**

- (a) The Contractor shall report **all** contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <http://www.ecmra.mil/>
- (b) There are four separate ECMRA tools at the ECMRA website: Army, Air Force, Navy and All Other Defense Components. The appropriate ECMRA reporting tool to use is determined by the requiring activity being supported by the service. The Contractor shall use the "All Other Defense Components" tool unless otherwise directed by the Contracting Officer's Representative or Contracting Officer.
- (c) Reporting inputs will be for the labor executed during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. The Contractor shall completely fill in all required data fields. The Contractor shall enter initial data into the appropriate ECMRA tool to establish the basic contract record no later than 15 business days after receipt of contract award or contract modification incorporating this clause. The contractor shall notify the Contracting Officer when the basic contract record has been established in the appropriate ECMRA tool.
- (d) Contractors may direct technical questions to the help desk at: <http://www.ecmra.mil>.  
[Reference: DPAP memorandum of 28 November 2012, "Enterprise-wide Contractor Manpower Reporting Application."]  
(end of clause)

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Base Year - Program Management FFP The Contractor shall provide program management and support for the JASON studies. FOB: Destination R425		Months		
					<hr/>
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	JASON - Standard Study FFP Standard Study, As Defined in the PWS FOB: Destination		Each		
					<hr/>
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	JASON Letter Study FFP JASON Letter Study, as defined in the PWS FOB: Destination		Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	JASON Large Study FFP JASON Large Study, as defined in the PWS. FOB: Destination		Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Contractor and JASON Travel COST Contractor Employee and JASON Travel, IAW FAR 31.205-46 FOB: Destination		Lot		

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	JASON Facility Rental COST JASON Facility Rental Cost - Includes Parking - Invoiced Monthly FOB: Destination		Lot		

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	Option - Program Management FFP The Contractor shall provide program management and support for the JASON studies. FOB: Destination R425		Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 OPTION	JASON - Standard Study FFP Standard Study, As Defined in the PWS FOB: Destination		Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003 OPTION	JASON Letter Study FFP JASON Letter Study, as defined in the PWS FOB: Destination		Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004 OPTION	JASON Large Study FFP JASON Large Study, as defined in the PWS. FOB: Destination		Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005 OPTION	Contractor and JASON Travel COST Contractor Employee and JASON Travel, IAW FAR 31.205-46 FOB: Destination		Lot		

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006 OPTION	JASON Facility Rental COST JASON Facility Rental Cost - Includes Parking - Invoiced Monthly FOB: Destination		Lot		

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	Option - Program Management FFP The Contractor shall provide program management and support for the JASON studies. FOB: Destination R425		Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 OPTION	JASON - Standard Study FFP Standard Study, As Defined in the PWS FOB: Destination		Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003 OPTION	JASON Letter Study FFP JASON Letter Study, as defined in the PWS FOB: Destination		Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004 OPTION	JASON Large Study FFP JASON Large Study, as defined in the PWS. FOB: Destination		Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005 OPTION	Contractor and JASON Travel COST Contractor Employee and JASON Travel, IAW FAR 31.205-46 FOB: Destination		Lot		

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006 OPTION	JASON Facility Rental COST JASON Facility Rental Cost - Includes Parking - Invoiced Monthly FOB: Destination		Lot		

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 OPTION	Option - Program Management FFP The Contractor shall provide program management and support for the JASON studies. FOB: Destination R425		Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002 OPTION	JASON - Standard Study FFP Standard Study, As Defined in the PWS FOB: Destination		Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003 OPTION	JASON Letter Study FFP JASON Letter Study, as defined in the PWS FOB: Destination		Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004 OPTION	JASON Large Study FFP JASON Large Study, as defined in the PWS. FOB: Destination		Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005 OPTION	Contractor and JASON Travel COST Contractor Employee and JASON Travel, IAW FAR 31.205-46 FOB: Destination		Lot		

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006 OPTION	JASON Facility Rental COST JASON Facility Rental Cost - Includes Parking - Invoiced Monthly FOB: Destination		Lot		

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001 OPTION	Option - Program Management FFP The Contractor shall provide program management and support for the JASON studies. FOB: Destination R425		Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002 OPTION	JASON - Standard Study FFP Standard Study, As Defined in the PWS FOB: Destination		Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003 OPTION	JASON Letter Study FFP JASON Letter Study, as defined in the PWS FOB: Destination		Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004 OPTION	JASON Large Study FFP JASON Large Study, as defined in the PWS. FOB: Destination		Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005 OPTION	Contractor and JASON Travel COST Contractor Employee and JASON Travel, IAW FAR 31.205-46 FOB: Destination		Lot		

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4006 OPTION	JASON Facility Rental COST JASON Facility Rental Cost - Includes Parking - Invoiced Monthly FOB: Destination		Lot		

ESTIMATED COST

## Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT

**PERFORMANCE WORK STATEMENT**  
**PROGRAM MANAGEMENT TASK ORDER**  
**JASON Program**

**11 January 2021**

**1. Work Statement****1.1. JASON Independent Scientific Advisory Group**

The Contractor shall support the research and analysis of the JASON independent scientific advisory group (hereafter “JASONS”). The JASONS are a group of approximately 60 world-class scholars with their own charter, independent of the Government. The JASONS provides independent, unbiased, highly specialized research, analysis, and advice to support DoD and United States Government (USG) strategic decision-making and policy-making objectives. The JASON program supports the Department of Defense (DoD) mission with studies and scientific research in matters of national security for all U.S. Government. This contract will provide management and logistics support to the JASON Program and its members.

There are thus two broad classes of contracted support for this effort.

1. The Program Management and the associated support for the program itself.
2. The work by the JASONS themselves, who, historically, have been compensated at a “daily rate” or “day rate” (see Section 6)

**1.2. Project Management and Logistics Support**

The management and logistics support to be provided by the contractor include coordinating all travel for each JASON; preparing for, scheduling, and hosting the meetings that the JASONS attend (minimum four per year, Spring, Summer, Fall, and Winter); preparing and submitting all proposals for each Government sponsored research topic both unclassified and classified; coordinating all final study reports to each Government sponsor; and providing the necessary classified facility, communications, and computing resources for the JASONS to perform their work at the appropriate level of security. Specific support activities are described in detail below:

The Contractor shall establish and maintain overall program management support for the JASON Program annually.

The Contractor shall be responsible for the following:

1. Providing daily program management (to include business management and financial management) to support the JASON program
2. Providing daily security management (to include personal and physical (i.e., facility) security administration, document control) to support the JASON program;
3. Coordinating all technical, logistical, and administrative support requirements for the JASON meetings;
4. Coordinating and developing the study support plans.

**2. Specific Tasks**

The Contractor will perform three interdependent tasks:

## 2.1 JASON Management Support

The Contractor will provide day-to-day administrative/management support and assistance required necessary to execute the JASON program. The contractor is *not* to provide inherently governmental responsibilities. This effort requires performing oversight and management responsibilities, in coordination with the government program manager and contracting officer's representative, and includes, but is not limited to the following subtasks:

- 2.1.1 Establish individual agreements with JASON members and, as needed, with JASON consultants. JASON consultants are non-JASON members with specialized scientific expertise necessary to accomplish research studies or projects during the term of this contract.
- 2.1.2 Provide all day-to-day administrative and management support and assistance required to execute the JASON program, to include project planning, scheduling, logistics and coordination; reviewing project plans and cost estimates; coordinating funding documentation between study sponsors and the government program manager; developing and maintaining project files, databases, and spreadsheets to be available on a continuing basis through contract execution, as well as developing data and statistics concerning JASON operations. Maintain an archive of completed reports and library, including classified and unclassified reports, either digitally or in hard copy.
- 2.1.3 Provide day-to-day research assistance support to the JASON members by obtaining and providing important articles/journals/books/references requested by the JASON members to complete the studies; facilitating briefings with subject matter experts; providing analytic support as needed to complete studies
- 2.1.4 Provide USD(A&S) and program managers at sponsoring Government agencies with the agenda for the Summer and Winter Studies as early as practical but no later than one week after finalization of the study topics. The agenda shall include a list of study topics with descriptions / abstracts, JASON leads (points of contact), and contact information for the sponsoring organization representative
- 2.1.5 Ensure that a Study Description is prepared for each study. The Study Description describes the objective, methodology / approach, tasks, data requirements, schedule, intermediate deliverables, final deliverables—including report distribution--, labor estimate, and travel estimate for each study. Each study description will be coordinated / signed by the study sponsor, the JASON principal investigator, and the government program manager before study initiation.
- 2.1.6 Ensure that a study report is completed for each study within 60 days of the study meetings' completion. Reports shall conform to format and technical requirements described in the Study Description . Provide staff support as required for writing and publishing JASON reports.
- 2.1.7 Provide an overarching report, in conjunction with the JASON members, which will be submitted to the government Program Manager by October 15 each year. The report shall detail the studies conducted, the funds expended, issues observed, lessons learned, a list of all JASON members, their status within the group, and the survey results, as well as any other pertinent information concerning JASON operations.
- 2.1.8 Develop data and statistics concerning JASON and JASON operations. Conduct a customer survey of study sponsors to determine the relevance of the results of the study and determine their general satisfaction with the results after the completion of each study. The survey will be used to elicit suggestions for improvements in the JASON program. Survey results will be provided no later than October 15 each year and shall include a separate detailed section pertaining to the Intelligence Community's (IC) studies. The IC will provide guidance on the creation of their section of the survey. The survey results will be provided to the COR and USD(A&S) the main sponsor of the JASON program as part of the Annual Report

## 2.2 JASON Logistic / Administrative Support

- 2.2.1 Provide administrative and logistic support to execute JASON meetings to include planning associated with JASON participant travel and lodging. Coordinate and host end-to-end meeting requirements for four meetings (Spring (1 week), Summer Study (8-10 weeks), Fall (1 week), and Winter (2-3 weeks)); to include providing secure office space, and other necessary infrastructure,

- administrative support, telecommunication and IT support, registration support, security clearance verification, agenda preparation, preparing briefing packages for all attendees, providing note-taking support, and final report writing support as well as supplying the necessary equipment (not otherwise provided by the Government). The Summer Study includes back-brief presentations at the end of the session
- 2.2.2 Facilitate meetings, discussions, and interaction within the JASON members and between Government agencies and the JASON members. Maintain up-to-date organizational charts, personnel listings, and programmatic directions for relevant agencies.
  - 2.2.3 Provide technical writing and editing support to the JASON members, to include technical writing and editing and review of documents. The Contractor shall provide comprehensive editing: reviews both content (for completeness, accuracy, and appropriate language) and form (for spelling, punctuation, and grammar); stylistically consistent, proofreading (compares the final version of the document with the marked-up version to make sure that all corrections have been made); and, ensure the content is clear, concise, and articulates the intent of the findings. In order to accomplish this task, contractor personnel must have the appropriate clearance level to view the documents.
  - 2.2.4 All travel under this contract is subject to FAR 31.205-46 and prior approval of the COR or Contracting Officer. If contractor personnel (whether JASON members or contractor employees) travel without prior approval, this travel will not be allowable and will not be reimbursed under any circumstance. Travel outside the provisions of specific study descriptions will be subject to prior approval by the COR or the Contracting Officer. Travel expenses remain subject to the conditions listed elsewhere in this statement of work.
  - 2.2.5 JASON members may travel to attend meetings with Government personnel to discuss possible future studies and/or previously completed studies. Travel expenses remain subject to the conditions listed elsewhere in this statement of work. JASON members may be compensated at their usual rate of compensation for attending these meetings. This travel and meeting must be authorized in advance by the contracting officer. JASON member travel for potential new projects (and associated JASON days) will, ordinarily, be authorized as either a separate CLIN on the program management task order or as a separate standalone task order. Any costs associated with JASON members who attend a meeting to discuss a future study without this required pre-approval are unallowable, and they will not be reimbursed under any circumstances.

### 2.3 JASON Security Support

The Contractor shall provide security support for the JASON Program. This includes, but is not limited to the following subtasks:

- 2.3.1 Provide security management and support up to the Top Secret/Sensitive Compartmented Information (TS/SCI) and Special Access Program (SAP) level; to include access to a fully equipped, accredited Sensitive Compartmented Information Facility (SCIF) of sufficient size to accommodate the JASON team, contractor staff and government sponsors. This facility must meet the requirements set forth in Attachment 3. Security support shall include provisions for classified document production, control, storage, access, transport, and destruction. Ensure that all sponsoring Government organization SCIF accreditations are adhered to and maintained. Coordinate necessary approvals for facilities up to TOP SECRET/Sensitive Compartmented Information (TS/SCI) to host the meetings and studies;
- 2.3.2 Coordinate continued TS/SCI access for JASON participants which includes accurate DD254 and clearance documentation on file. Ensure all JASON participants have the appropriate clearances on file in accordance with the DD 254. The Contractor shall maintain and submit a Personnel Security Matrix (PSM) by December 15 of each year, detailing the names of all JASON members, social security numbers, clearance level, clearance sponsor, AIN, Background Investigation Date, and poly date to the IC Program Area Security Officer (ASO). The PSM will be classified CONFIDENTIAL or higher. The PSM shall be updated upon any JASON members' changes and provided to the ASO.

- 2.3.3 The Contractor shall ensure compliance with all sponsoring Government organization reporting requirements including but not limited to Financial Disclosures for the purposes of preventing, detecting, and mitigating conflicts of interest (COI). Incidents of personal or organizational conflicts of interest shall be reported to the COR and Contracting Officer.
- 2.3.4 Oversee the adherence to all security rules, regulations, and additional requirements as needed are met by the Contractor and by JASON members in accordance with DoD M 5220.22M NISPOM, DoDI 5200.01 volumes 1-3, DoDI 5200.48.
- 2.3.5 The contractor must also adhere to NIST SP 800-171 Rev. 2 – Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations.
- 2.3.6 Ensure that information technology (IT) equipment, training, and transportation protocol is developed for review and approval by the cognizant DoD IT security and accreditation authority (ies) by October 1 of each year. The protocol shall include processes and timeframes for ensuring all software and hardware is up to date and functioning, and that appropriate training is obtained and maintained for those individuals proposed to work with such equipment. Ensure that SIPRNET and JWICS accreditation and authority to operate / connect requirements are met, and connectivity is maintained during contract period of performance. The Contractor's Special Security Office (SSO) must obtain Data Transfer Officer (DTO) training no later than April 30 of each year. The Contractor shall certify to the COR that the protocol has been successfully completed at least 10 business days in advance of any equipment transfer.
- 2.3.7 Provide the COR with a list of users who require new Joint Worldwide Intelligence Communications System (JWICS) accounts and those who require their existing JWICS accounts to be reactivated along with the relevant identifying information.
- 2.3.8 Ensure the Contractor's PM and SSO obtain and maintain Top Secret Industrial Security Staff Approval (ISSA) security clearances. The SSO will be required to access the IC sponsor's secure network for classified correspondence.
- 2.3.9 Ensure appropriate clearances are obtained before a contractor staff and JASON member work with classified data.
- 2.3.10 Conduct security briefings and training for JASON Program Office and JASON members to ensure all security rules and regulations are explained and adhered-to by the JASON members. Report security violations immediately to the COR and CO; prepare an incident report for each incident and summary annual security violation summary report.
- 2.3.11 Conduct/document appropriate security briefings for all JASON participants advising them of their security responsibilities and security procedures.

### 3. Personnel

The Contractor will assign a Program Manager (as the key personnel) who will be responsible for ensuring the successful execution of the following activities:

- 3.1 Oversee the JASON program and activities – to include budget management;
- 3.2 Develop schedules and milestones;
- 3.3 Formalize the Study Statement of Works between the JASON members and the sponsoring agency;
- 3.4 Oversee and provide financial and budget analysis; and
- 3.5 Facilitate meetings, discussions, and interactions between the JASON members and Government sponsors.

This position is Key Personnel. The Contractor shall provide a Contractor PM, who shall be responsible for the performance of the work. The Contractor may assign this to contractor personnel performing work for specific tasks or may choose to assign a separate individual as Contractor PM to perform overall program management duties offsite. The name of this person and an alternate who shall act for the Contractor when the PM is absent shall be designated in writing to the Contracting Officer.

**Experience Required:** A minimum of ten (10) years of recent and relevant experience. Proficient in technical research, an in-depth knowledge of program management, and technical writing. Excellent communication skills, unstructured verbal interactions, briefings, and meeting moderation; and ability to work independently with

Government sponsors and influential scientists/engineers in a fast moving environment while maintaining a strong commitment to deliverable scheduled. Strong written and oral communication skills. Ability to coordinate across large groups of people at multiple levels.

**Education:** A Master's degree from an accredited college or university in physics, electronic engineering, mathematics, other science and technology related subjects is required. Ten years of recent and relevant experience managing a complex program is also acceptable in lieu of the Master's degree. Experience working directly with the Government on Government programs is preferable.

**Clearance:** TOP SECRET security clearance, and the ability to obtain and maintain SCI. Contractors with a DCID 6/4 eligibility within the last five (5) years are highly preferred. Please note that the process can take more than a year to obtain an SCI clearance for contractors who are proposed on this contract.

The Contractor PM or alternate shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract. The Contractor PM or alternate shall be available between the hours of 8:00 a.m. to 5:00 p.m. Eastern Time, Monday thru Friday except Federal holidays, as defined at 5 USC § 6103 or by Executive Order, or when the Government facility is closed for administrative reasons and on an as needed basis to meet the requirements of the PWS and the mission of the JASON Program. The Contractor must be capable of providing flexible and responsive support as new requirements emerge. The Contractor must have the ability to operate effectively and safely during periods of pandemic.

During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel without the approval of the CO, unless illness, death, or termination of employment necessitates the substitution. The Contractor shall notify the CO as soon as possible after the occurrence of any of these events and provide the information required below.

After the initial ninety (90) calendar day period, the Contractor may propose a substitution. The Contractor shall notify the CO in writing of any proposed substitution at least thirty (30) days in advance of the proposed substitution. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the CO. The Contractor shall, prior to making any substitution permanent, demonstrate to the satisfaction of the COR and CO, that the qualifications of the proposed substitute personnel is equal to or better than the qualifications required to perform the duties of the position. The CO will notify the Contractor after receipt of all required information of the decision on proposed substitutions.

There will be no local travel reimbursements for supporting contractor staff who reside within the commuting distance to the contractor facilities.

Contract personnel who need access to government systems and work locations will be issued Common Access Cards (CAC) and Privileged Management Program (PMP) enrollment as required.

#### 4. Deliverables

All deliverable materials and publications shall be provided to the Government for approval and acceptance. Specific task deliverables shall include:

- 4.1 A schedule which captures milestones and deliverables to support the meetings and studies.
- 4.2 Quarterly reports that shall contain the following:
  - 4.2.1 Quarterly expenses (spreadsheet format is preferred): a recap of all costs incurred during the month for all activity during that period – cost breakout of the Program Management (PM) Task is required; at minimum, include JASON Travel, JASON consulting activities, Study Status, Deliverables Status, Upcoming events, PM travel, PM labor, and ODCs.
  - 4.2.2 Travel (contractor staff and JASON member): Expenses must be grouped based on the supporting activities. In addition, include the execution status of the travel funds associated with their individual

- sponsors and purposes.
- 4.2.3 Program Deliverable: list of the deliverables; including contract references, due dates, delivery status/notes, and expected close-out dates
- 4.2.4 JASON Reports Status: list of the JASON studies reports; including the Task Number, Titles, Classifications, Executive Summary and Report delivery dates, detail status notes/comments (activity summary), and the number of days spent on studies
- 4.2.5 JASON Program Office activity report: list of the activities performed/executed by the Program Management; including dates, activities, conclusions/outcomes, and close-out/due dates (if any)
- 4.3 Meeting reports: a report of all activities and meeting minutes
- 4.4 JASON Study Description: Summary description of each JASON study, describing objective, methodology / approach, tasks, data requirements, schedule, intermediate deliverables, final deliverables, labor estimate, and travel estimate. Each study description will be coordinated / signed by the study sponsor, the JASON principal investigator, and the government program manager. .

CDRL	Deliverable Description	Due Date
A001	Monthly Status Reports	15 <sup>th</sup> of each month
A002	Post-Award Contract Kickoff Meeting	Within twenty (20) business days after award
A003	In-progress Meeting	As scheduled
A004	Program Plan	1 <sup>st</sup> one month after award; subsequent plans are due November 1 <sup>st</sup> of each year.
A005	Organizational Charts and Responsibilities	1 <sup>st</sup> one month after award; subsequent charts are due April 1 <sup>st</sup> of each year.
A006	JASON Study topics list	Prior to Summer and Winter Studies, one week after finalization of topics
A007	JASON Study Description	No later than 30 days after finalization of topics.
A008	JASON Study Reports	60 days after each session, no later than Oct 15 <sup>th</sup> of each year. These reports are not always a typical written report. When written, they can vary in length, but can be up to 200 pages. Some will require hardware and/or software, others may require briefing or discussions only.
A009	JASON Reports Survey	December 1 <sup>st</sup> of each year
A010	Survey Study Sponsors	NLT Oct 15 <sup>th</sup> each year
A011	Summary of results from survey of study	January 15 <sup>th</sup> of each year
A012	Personnel Security Matrix	December 15 <sup>th</sup> of each year
A013	Security Incident Report	As required
A014	Conflict of Interest Report	As required

## 5. Pricing.

- 5.1 The following sets out the pricing scheme for this contract.
- 5.2 This contract is primarily FFP. The Program Management CLIN (x001) is FFP, as are each of the study CLINs (x002, x003, x004).
- 5.3 The Travel CLIN (x005) is cost-based, IAW FAR 31.205-46.
- 5.4 The JASON Facility Rental CLIN x006, is also cost-based. The JASON Facility Rental CLIN only includes those expenses that are customarily paid under an ordinary commercial lease for a facility that does not handle classified data. These expenses could include: rent, utility charges, and parking space rental fees. These expenses **do not include fees for security personnel above and beyond that normally provided by the landlord as part of an ordinary lease for a tenant that does not handle classified data, whether this security is provided by the landlord, the contractor, or one of its subcontractors.** For the base year, any expenses that exceed the contractor's proposed price in its proposal are unallowable, unless it arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (6) strikes, (7) freight embargoes, and (8) unusually severe weather. The current and ongoing Covid-19 pandemic is specifically excluded as a cause beyond the control of the contractor.

If the contractor negotiates a lower price after submitting its proposal, that lower price becomes the allowable cost.

### **There are no other cost-based CLINS on this contract.**

- 5.4.1 The FFP CLINs (including the program management CLIN and study CLINs) are governed by FAR 16.202-2 (and related clauses) pertaining to firm-fixed-price (FFP) contracts.
- 5.4.2 For each study, the government will issue the contractor a Task Order Request Package (TORP) which will provide a study topic. The contractor will submit a separate proposal for each requested study. The contractor shall propose whether the study will be a "large study," "study," or "letter study." The contractor shall also propose a firm fixed price (FFP) for the study. The contractor must propose a price that exactly equals the estimated number of days for the study type (listed in Table 5.4.3 below), multiplied by the JASONS daily rate. Other than proposing the study type (large study, study, or letter study) the contractor has no discretion in setting the proposed price. The proposed study type is subject to negotiation. Without a contract modification, there can be no deviation from the number of days assigned to each study, and the contractor is limited to a choice of only these three types of study..
- 5.4.3 Further, once the contract for a study is signed, if the labor necessary to complete the study is greater than or less than the amount of labor assigned to the type of study, **the contractor is not entitled to an increase in price (nor is the Government entitled to a lower price). The study task order is FFP.** A FFP contract "places upon the contractor maximum risk and full responsibility for all costs and resulting profit or loss. It provides maximum incentive for the contractor to control costs and perform effectively." FAR 16.201-1.

For example: If the Government requests a study, the contractor determines that the Government’s requirement can be fulfilled by a letter study, and it takes 50 JASON Days (instead of 40 JASON Days) to complete the study, **the contractor is not entitled to an increase in price for the labor.**

**Table 5.4.3**

Study Type	JASON Days	Estimated Number Per Contract Year
Standard Study	131	10
Letter Study	40	2
Large Study	215	1

The Contractor is further cautioned that many of the task listings in Section 4 of this PWS contain quantities or estimated quantities. Where the PWS lists a type of task without listing a quantity or an estimated quantity, and in the absence of any substantial changes to the work performed, the FFP effort shall include as much of that PWS task as is needed by the Office of the Undersecretary of Defense, Acquisition and Sustainment (or any of its successor entities). Should timely completion of these tasks take more manpower than is contained in the contractor’s proposal, the contractor shall provide extra manpower at its own expense to complete the tasks. Requests for additional studies, will not, in and of themselves, justify an equitable adjustment. Adding up to four additional “standard” studies, two additional “letter studies,” and/or two additional “large studies,” will not be sufficient to justify an equitable adjustment. These additional studies might be requested outside of the normal Summer Study period.

**6. Definitions:**

- 6.1.1 JASON Day Rate: The cost of one day of labor for one JASON.
- 6.1.2 Letter Study: A smaller study (see 5.5.3 for current number of days)
- 6.1.3 Meeting: A gathering of JASON Members
- 6.1.4 Large Study: A large study, (see 5.5.3 for current number of days)
- 6.1.5 Standard Study: The typical study, (see 5.5.3 for current number of days).
- 6.1.6 Summer Study: A subset of “Meeting,” which is a gathering of JASON members for 8-10 weeks during the summer.

**7. Period of Performance:** This contract has a base of one year and four one year options.

## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government
1001	Destination	Government	Destination	Government
1002	N/A	N/A	N/A	Government
1003	N/A	N/A	N/A	Government
1004	N/A	N/A	N/A	Government
1005	N/A	N/A	N/A	Government
1006	N/A	N/A	N/A	Government
2001	Destination	Government	Destination	Government
2002	N/A	N/A	N/A	Government
2003	N/A	N/A	N/A	Government
2004	N/A	N/A	N/A	Government
2005	N/A	N/A	N/A	Government
2006	N/A	N/A	N/A	Government
3001	Destination	Government	Destination	Government
3002	N/A	N/A	N/A	Government
3003	N/A	N/A	N/A	Government
3004	N/A	N/A	N/A	Government
3005	N/A	N/A	N/A	Government
3006	N/A	N/A	N/A	Government
4001	Destination	Government	Destination	Government
4002	N/A	N/A	N/A	Government
4003	N/A	N/A	N/A	Government
4004	N/A	N/A	N/A	Government
4005	N/A	N/A	N/A	Government
4006	N/A	N/A	N/A	Government

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 01-MAR-2021 TO 28-FEB-2022	N/A	OSD AT&L ROBERT M. FLOWE 4800 MARK CENTER DRIVE ROOM 14G14 ALEXANDRIA VA 22350 571-372-6231 FOB: Destination	HQ0157
0002	POP 15-MAR-2021 TO 14-MAR-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0157
0003	POP 15-MAR-2021 TO 14-MAR-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0157
0004	POP 15-MAR-2021 TO 14-MAR-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0157
0005	POP 01-MAR-2021 TO 28-FEB-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0157
0006	POP 01-MAR-2021 TO 28-FEB-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0157
1001	POP 01-MAR-2022 TO 28-FEB-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0157
1002	POP 15-MAR-2022 TO 14-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0157
1003	POP 15-MAR-2022 TO 14-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0157
1004	POP 15-MAR-2022 TO 14-MAR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0157
1005	POP 01-MAR-2022 TO 28-FEB-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0157
1006	POP 01-MAR-2022 TO 28-FEB-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0157
2001	POP 01-MAR-2023 TO 28-FEB-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0157

2002	POP 15-MAR-2023 TO 14-MAR-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0157
2003	POP 15-MAR-2023 TO 14-MAR-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0157
2004	POP 15-MAR-2023 TO 14-MAR-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0157
2005	POP 01-MAR-2023 TO 28-FEB-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0157
2006	POP 01-MAR-2023 TO 28-FEB-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0157
3001	POP 01-MAR-2024 TO 28-FEB-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0157
3002	POP 15-MAR-2024 TO 14-MAR-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0157
3003	POP 15-MAR-2024 TO 14-MAR-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0157
3004	POP 15-MAR-2024 TO 14-MAR-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0157
3005	POP 01-MAR-2024 TO 28-FEB-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0157
3006	POP 01-MAR-2024 TO 28-FEB-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0157
4001	POP 01-MAR-2025 TO 28-FEB-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0157
4002	POP 15-MAR-2025 TO 14-MAR-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0157
4003	POP 15-MAR-2025 TO 14-MAR-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0157
4004	POP 15-MAR-2025 TO 14-MAR-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0157
4005	POP 01-MAR-2025 TO 28-FEB-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0157
4006	POP 01-MAR-2025 TO 28-FEB-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0157

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

## Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	A23 - Att 1 - Staffing Template		07-JAN-2021
Attachment 2	A23 - Att 2 - Pricing Template		07-JAN-2021
Attachment 3	A23 - Att 3 JASON Facility Requirements - Rev 13 Jan 2021		
Attachment 4	Attachment 4 - Past Performance Questionnaire		11-JAN-2021
Attachment 5	DD 254 - Draft		08-JAN-2021

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

SECTION L

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

INSTRUCTIONS TO OFFERORS

## Section L - Instructions to Offerors

- 1.1 The Washington Headquarters Services, Acquisition Directorate (WHS/AD) intends to award a hybrid FFP and cost-based Indefinite Delivery Indefinite Quantity (IDIQ) contract. **Per FAR 6.302-3 – Industrial Mobilization, Engineering, Developmental, or Research Capability; or Expert Services, the Government is restricting competition to non-profits, not-for-profits, and Federally Funded Research and Development Centers. Other entities are not eligible to compete for this requirement. A Top Secret Facility Clearance is also required, in addition to all of the other requirements set forth in this solicitation.**
- 1.2 There will be a Program Management Task Order for the Base year in accordance with FAR 16.504 and FAR Part 15. As detailed elsewhere, all studies and the program management task order's labor will be FFP.
- 1.3 To ensure timely and equitable evaluation of proposals, Offerors must follow the instructions contained herein. Offerors are required to meet all solicitation requirements, including terms, conditions, representations, certifications, and technical requirements, in addition to evaluation factors and subfactors. Failure to meet a requirement may result in an offer being ineligible for award. Offerors must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale. Proposals shall be valid for a period of 120 days after receipt.

The response shall consist of 2 separate parts:

Volume 1 – Non-cost factors

Volume 2 – Cost / price factors

Solicitation Distribution: This electronic version of the Request for Proposal (RFP) is the official version of this acquisition. No hard copy of this solicitation will be issued. Offerors shall receive all applicable amendments to this solicitation electronically.

- 1.4 Solicitation Questions: Offerors must submit questions, concerns, or requests for clarification for the **RFP** via e-mail to the points of contact listed below no later than **January 15, 2021 at 8:00 a.m. (Eastern Time)**. The Government's response to the questions will be an amendment to the RFP. E-mail questions to [monique.s.waddell.civ@mail.mil](mailto:monique.s.waddell.civ@mail.mil) and [douglas.j.boorstein.civ@mail.mil](mailto:douglas.j.boorstein.civ@mail.mil).
- 1.5 Proposal Submission: Proposals are due by **January 19, 2021 at 11:00 a.m. (Eastern)**. Proposals received after the due date and time set forth above will be considered "late" and will not be evaluated. Offerors must submit their proposals in softcopy (electronic) only. All cost information shall be in a separate file, Volume 2. No price information shall be included in the Technical Volume. Files containing cost and pricing data should be provided in Microsoft Office Excel format, the files shall be unprotected allowing for examination of calculations, including

underlying formulas.

1.4.1 Soft Copy Requirements:

1.4.1.1 Soft copy proposals must be submitted as attachments to e-mail. There is a 10 MB limit for all electronic submissions via e-mail. The 10 MB size limitation applies to a single e-mail. Offerors may submit multiple e-mails but all e-mails from an Offeror must be received before the closing time for proposals.

1.4.1.2 The proposal must be in a format readable through Microsoft Office or Adobe Acrobat.

1.4.1.3 The Offeror must ensure soft copies are free of computer viruses using standard commercial anti-virus software.

1.4.1.4 Soft copies must be sent via e-mail attachment to Monique Waddell at [monique.s.waddell.civ@mail.mil](mailto:monique.s.waddell.civ@mail.mil) and Douglas J. Boorstein at [douglas.j.boorstein.civ@mail.mil](mailto:douglas.j.boorstein.civ@mail.mil).

1.6 Text: Text shall be at least single-spaced, on 8 1/2 x 11 inch size paper, with a minimum one-inch margin all around. Pages shall be numbered consecutively. A page printed on both sides shall be counted as two pages. Pages submitted in excess of the page limitations stated throughout this document will be removed and not evaluated.

1.7 Font Size: Print shall be of a minimum 12-point font size or a maximum 10 characters per inch (10-pitch, pica) spacing. Bolding, underlining, and italics may be used to identify topic demarcations or points of emphasis. Graphic presentations, including tables, while not subject to the same font size and spacing requirements, shall have spacing and text that is easily readable.

1.8 Page Limitations: Offerors shall not exceed the following page limitations in the table below.

<b>VOLUME</b>	<b>PAGE LIMITATION</b>
Volume 1 Technical factors	
Cover Letter	<b>1 Page</b>
Table of Contents	<b>1 Page</b>
Completed Representations and Certifications found in Section K of the solicitation	<b>2 Pages</b>
Factor 1 – Secure Facilities Plan ( <i>including</i> Facility Security Clearance Self Certification by FSO)	<b>5 Pages</b>
Floor Plans	<b>4 Pages</b>
	(Excludes Facility Self Certification by FSO (one page per certification))
Factor 2 – Technical Approach / Staffing Plan (IDIQ)	<b>5 Pages</b>
Factor 3 – Key Personnel	<b>2 Pages for Resume</b>
	<b>1 Page for Letter of Commitment</b>
Factor 4 – Past Performance	2 ea, <b>6 total</b> (excludes questionnaire)
<b>Total</b>	<b>27 Pages</b>
Volume 2 Cost / Price factors	

Cover Letter	1 Page
Table of Contents	1 Page
Factor 5 – Cost (spreadsheet 6 sheets)	3 Total Pages of Narrative
Certificate of Current Cost or Pricing Data	1 Page
<b>Total:</b>	<b>6 Pages</b>

1.9 Cover Letter: Offerors must submit all (if any) assumptions, conditions, or exceptions with any of the terms and conditions of this solicitation in a Cover Letter. If not noted in this section of your proposal, it will be assumed that the Offeror proposes no assumptions for award, and agrees to comply with all of the terms and conditions as set forth herein. The Cover Letter shall not exceed one page.

1.10 Cover Sheets: A cover sheet shall be included. Cover Sheets must contain the following information:

- (1) Solicitation Number: HQ0034-21-R-0037
- (2) Name and address of Offeror
- (3) Name, telephone number, and e-mail address of Offeror’s point-of-contact
- (4) Name of Offeror’s contract administration office (if available)
- (5) Date of submission
- (6) Name, title and signature of authorized representative
- (7) Teaming arrangements (if applicable)
- (8) Cage Code
- (9) DUNS number

1.11 Table of Contents: The Offeror shall include a Table of Contents in each Volume.

2.1 VOLUME 1:

- Factor 1 – Secure Facility plan with Security Clearance Certification
- Factor 2 – Technical Approach / Staffing Plan
- Factor 3 – Key Personnel
- Factor 4 – Past Performance

2.1.1 Factor 1 – Secure Facility Plan: Offerors shall submit a plan for how highly classified work will be conducted securely and efficiently. Plan shall include a description of the secure facilities to be used for the performance of the work. Descriptions shall include a floor plan depicting the facility layout, indicating number of workstations, classified network access points, secure workspaces, conference facilities, document storage, and other factors that enable the efficient execution of classified work. See Section 1.8 for page limitations.

Offerors shall submit a self-certification of their facility security clearance signed by their Facility Security Officer. The offeror must submit a Facility Security Clearance Level Certification for any subcontractor providing labor under this contract, certifying that its facility clearance is equal to the individual being proposed. One page is required for a prime contractor and one page is required for any subcontractor.

2.1.2 Factor 2 - Technical Approach / Staffing Plan for the Contract: The Offeror shall submit its proposed technical approach to meet or exceed the minimum performance or capability requirements of the Performance Work Statement (PWS) with particular emphasis on the management of the annual study process of conducting classified work with the JASON team. The Offeror shall describe implementation risks and shall provide mitigation strategies for the identified risks.

The Offeror shall submit a Staffing Plan for the contract which includes the following submissions:

- Staffing Plan Template

2.1.3 Factor 3 - Key Personnel: The Offeror shall submit a two page resume for the Program Manager and a one page Letter of Commitment for the Program Manager **only**.

- Resumes - **\*\*Note: For resumes, Offerors may use 10-point font instead of 12-point to include complete information about candidate qualifications.\*\***

The resume shall identify the individual's:

Name

Relevant Employment History: to include title, employer, and starting and ending dates

Education: degree, school, major(s), minor(s)

Relevant Qualifications and Specialties: A brief summary of training, qualifications, achievements, honors, awards, publications, and professional organizations

Security Clearance status (e.g. Top Secret, Secret, etc.)

**The Government will not consider, and offerors are not to submit, resumes for anyone other than the Program Manager.**

2.1.4 Factor 4 – Past Performance: The Offeror shall identify two (2) contracts or projects most relevant to this IDIQ that they have performed (completed or ongoing), and provide the information stated in this section about each project. For the two relevant contracts or projects selected, the Offeror shall summarize the information, see Section 1.8 for page limitations. This is separate from the Past Performance Questionnaire that the Offeror will be required to submit. The Past Performance Questionnaire is not counted against the page limitation. The contracts or projects must have occurred within the three years of the solicitation close date.

- Identify the customer for the contract or project and provide the name, title/role, and phone number or email address of a customer point of contact (POC) that is knowledgeable of the Offeror's performance on the contract.
- Describe the nature of the contract or project and the specified tasks performed by the Offeror. Also identify if the Offeror was the prime contractor or a subcontractor on the project.
- Describe the relevance to this requirement.
- Describe the role, if any, that the proposed personnel played in the performance of the contract or project. If the individual was assigned to the contract or project on a less than full time basis, describe the degree of their involvement.
- Describe cost and schedule performance (include explanations for any cost and/or time growth experienced, if applicable).

- Provide the date the Past Performance Questionnaire (see factor below) was requested and to whom it was sent.

The Offeror shall initiate the Past Performance Questionnaires (Attachment 4 to this solicitation) for each of the two relevant projects selected. The Offeror shall complete blocks 1 through 7 on the form. The Offeror shall request that the client's representative most knowledgeable of the project complete block 8 on the form and submit the Past Performance Questionnaires directly to Monique.S.Waddell.civ@mail.mil and Douglas J. Boorstein no later than **the proposal submission deadline**. Completed questionnaires shall be sent to the POC listed above in PDF format. Offerors are responsible for ensuring that the telephone numbers provided for the client's representative indicated on each Relevant Project Summary are accurate and that the representative is aware that the WHS Acquisition Directorate may be contacting them regarding the questionnaire and the Offeror's past performance.

## 2.2 VOLUME 2:

### Factor 5 – Cost

2.2.1 Factor 5 – Cost/Price: The Offeror shall provide their proposed price for the Program Management task order on the Price Template spreadsheet as set forth in this RFP.

For the JASON Facility Rental Fee, the Offeror shall submit a separate Certified Cost / Price proposal prepared on a cost basis and shall include a breakdown by cost element in accordance with FAR 15.403-5 and Table 15-2 in FAR 15.408. As part of the specific information required by this form, submit and clearly identify cost or pricing data which are verifiable, factual, and otherwise defined in FAR 15.406-2. The offeror shall also include in its cost/price narrative the basis of how it arrived at the proposed rates (direct labor, indirect rates, escalation, travel, other direct costs, fixed fee, etc.). The offeror may also submit a draft copy of a lease (which may be unsigned) to substantiate its proposed cost. If there are parking fees for the proposed site, the Offeror must calculate the rate for fifty (50) spaces. This will be accounted for in the JASON Facility Rental Fee.

Offerors should note that the total evaluated price is the sum of the total price submitted for the program management fee, plug numbers for the studies (which are based on the Government's estimated costs), (a) the base period, (b) all option periods, and (c) the six-month extension authorized by FAR 52.217-8, and the JASON Facility Rental Fee. For the JASON Facility Rental Fee, for each option year, *for evaluation purposes only*, the Government will escalate the JASON Facility Rental Fee by 2% each year. While the rate proposed for the JASON Facility Rental Fee is governed by PWS Section 5 for the base year, the proposed rate is not binding on the Contractor for the successive years.

Offerors shall provide a narrative for each cost element in their cost proposal. This narrative should explain in sufficient detail what all costs are for, how the costs tie back to the PWS, and any discounts provided. This narrative shall be submitted in MS Word or Adobe pdf format and shall be no more than 3 pages.

The Government will calculate the offeror's price for FAR 52.217-8 extensions, and offerors are not to submit pricing for this. Evaluation of options will not obligate the Government to exercise the option.

Offerors are encouraged to only provide that cost and pricing data mandatory to a comprehensive review and that data which would allow the evaluation team to determine cost reasonableness.

**NOTE:** The JASON studies will be priced using the JASON day rate (See Section 6 of the PWS). The estimated JASON days for the studies is 1,850 per year, which includes 12 regular studies, 2 letter studies, and 1 large study. This information is provided to assist the Offeror's cost proposal for the Program Management Task Order.

The Offeror shall not submit any pricing proposal for the FFP study task orders (CLINs x002, x003, and x004). Offerors, rather, must provide plug numbers as detailed below. Instead, the resultant IDIQ contract will list a government-provided daily rate for the services of one JASONS member. The JASONS day rate for the base year of the contract shall be \$1,200.00/day. (The Government will provide the contractor with the JASONS day rate for the IDIQ option periods prior to the exercise of the option period.) During the ordering period, the contractor shall use this rate to price Studies FFP task orders. During the ordering period, the government will separately issue Studies task orders for each required study. The government will issue the contractor a Task Order Request Package (TORP) which will provide a list of the study topic. The contractor will submit a separate proposal for each required study. Each Study task order proposal shall contain a firm fixed price for the study. This firm fixed price shall be based upon the number of JASONS days proposed for the study and on the government-provided JASONS daily rate. See PWS Section 5.5. et. seq.

For evaluation purposes only, the offeror shall use figures in the following table:

Standard Studies	Qty	Price Per Study	Total
0002	10	\$157,199.99	\$1,571,999.85
1002	10	\$160,343.98	\$1,603,439.85
2002	10	\$163,550.86	\$1,635,508.64
3002	10	\$166,821.88	\$1,668,218.82
4002	10	\$170,158.32	\$1,701,583.19
<b>Letter Study</b>			
0003	2	\$53,136.00	\$106,272.00
1003	2	\$54,198.72	\$108,397.44
2003	2	\$55,282.69	\$110,565.39
3003	2	\$56,388.35	\$112,776.70
4003	2	\$57,516.12	\$115,032.23
<b>Large Study</b>			
0004	1	\$285,606.00	\$285,606.00
1004	1	\$291,318.12	\$291,318.12
2004	1	\$297,144.48	\$297,144.48
3004	1	\$303,087.37	\$303,087.37
4004	1	\$309,149.12	\$309,149.12
<b>Travel</b>			
0005	n/a		\$2,000,214.00
1005	n/a		\$2,040,218.28
2005	n/a		\$2,081,022.65
3005	n/a		\$2,122,643.10
4005	n/a		\$2,165,095.96

**Offerors must not alter these plug numbers.**

2.2.2 Offerors are to submit proposals in response to this solicitation that will be binding should the Government select them for award without discussions, and to do so they must include their best cost on a fully completed Price Template (Attachment 2). Failure to do so may result in the Offeror being determined to be ineligible for award.

2.2.3 Certificate of Current Cost or Pricing Data:

The Offeror will be required to execute a certificate of cost or pricing data following the format of FAR 15.406-2 indicated below.

**Certificate of Current Cost or Pricing Data**

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section [2.101](#) of the Federal Acquisition Regulation (FAR) and required under FAR subsection [15.403-4](#)) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of \_\_\_\_\_\* are accurate, complete, and current as of \_\_\_\_\_\*\*. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the Offeror and the Government that are part of the proposal.

Firm \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date of execution\*\*\* \_\_\_\_\_

\* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (*e.g.*, RFP No.).

\*\* Insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

\*\*\* Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

(End of certificate)

## Section M - Evaluation Factors for Award

SECTION M

## Section M - Evaluation Factors for Award

M.1. The Government intends to evaluate proposals and issue a contract and the Program Management Task Order based on the proposal submitted. The Offeror's proposal should contain the best terms from a cost and technical standpoint. The Government intends to award without discussions, however, reserves the right to conduct discussions including negotiations and, if necessary, ongoing discussions.

The Government may reject any or all proposals if such action is in the public interest; accept an offer other than the lowest cost proposal; and waive informalities and minor irregularities in proposals received. The evaluation will be conducted in accordance with the FAR Part 15 competitive procedures using a best value trade-off evaluation.

The Government intends to award an IDIQ a hybrid FFP and cost-based Indefinite Delivery Indefinite Quantity (IDIQ) contract and a firm-fixed price Program Management Task Order (with cost-based CLINs for Travel and Secure Facility Rental) from this solicitation to the responsible Offeror whose proposal conforming to this solicitation will be most advantageous to the Government, cost and other factors considered.

**In order to receive consideration for award a rating of no less than "acceptable" must be achieved for Factors 1, 2 and 3. The Government reserves the right to evaluate offerors in any order it chooses, such that (for example) a vendor could receive an unacceptable rating on Factor 3 – Personnel, be deemed ineligible for award, and would not be evaluated on any of the other factors.**

M.2. Factor Order of Importance

Factor 1 (Secure Facility Plan with Security Clearance Certification)

Factor 2 (Technical Approach/Staffing Plan)

Factor 3 (Key Personnel)

Factor 4 (Past Performance)

Factor 5 (Price/Cost)

Factors 1, 2 and 3 are equally important. Individually Factors 1, 2 and 3 are more important than Factor 4.

Factors 1, 2, 3 and 4 combined are significantly more important than Factor 5 (Price/Cost).

M.3. CriteriaM.3.1. Factor 1 – Secure Facility Plan with Security Clearance Certification

The evaluation will be based on the degree to which the plan and facility support meet or exceed the requirements specified in Attachment 3 – JASON Facility Requirements. The Government will consider the extent to which a vendor's proposed JASON Facility will create a productive and secure work environment. The Government strongly prefers, but does not require, that there be a food establishment within no more than five miles that can accommodate unscheduled working hours of the JASON members. The Secure Facility Plan must also demonstrate how the Offeror will meet the security requirements stated in the draft DD254 – Contract Security Classification Specification. The evaluation will rate the Facility Security Clearance Certification on an adjectival rating, as described in Table M1 below. If an offeror does not meet these requirements, it will be rated as UNACCEPTABLE and the proposal will be eliminated from further competition. A MARGINAL rating will also eliminate the offeror from competition.

M.3.2. Factor 2 – Technical Approach / Staffing Plan for the contract

The evaluation will assess the Offeror's understanding of the requirements of the RFP as demonstrated by their proposed technical approach. The Government will assess how the offeror addresses Section 2.1 (JASON

Management Support), Section 2.2 (JASON Logistic/Administrative Support), and Section 2.3 (JASON Security Support).

The Government will evaluate the offeror’s risk assessment. Specifically, the Government will evaluate the Offeror’s risk assessment, the implementation risks, and its proposed mitigation strategies.

The Government will also evaluate the offeror’s staffing plan to determine how the proposed labor mix assigned fulfills the terms of the PWS.

M.3.3 Factor 3 – Key Personnel

Key Personnel Resume: The Government will evaluate the proposed program manager resume and rate his or her ability to fulfill the requirements of the PWS.

Overall Evaluation

The Government will assign one rating each for Factor 1: Secure Facility Plan; Factor 2: Technical Approach / Staffing Plan and Factor 3 Key Personnel based on the rating scale detailed below. In order to receive consideration for award a rating of no less than “acceptable” must be achieved for all three Factors 1, 2 and 3.

Table M1 – Evaluation Factors for Factors 1, 2, and 3.

Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths.
Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength.
Acceptable	Proposal indicates an adequate approach and understanding of the requirements.
Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements.
Unacceptable	Proposal does not meet requirements of the solicitation, and thus, contains one or more deficiencies and is unawardable.

*See Section M.5 for definitions.*

M.3.4. Factor 4 – Past Performance

The Government will evaluate how well the Offeror has performed on contracts that have been determined to be both recent and relevant to the PWS. There are three aspects to the past performance evaluation: recency, relevancy, and quality of performance:

Step 1 – Recency. The first step is to evaluate the recency of each of the Offeror’s past performance projects. Recency is generally expressed as a time period during which past performance references are considered relevant, and is critical to establishing the relevancy of past performance information. Performance of each reference must be completed within the previous three (3) years of the proposal due date to be considered recent. Projects which are not recent will not be further considered and will not be factored into the Offeror’s overall Performance Confidence Assessment Rating.

Step 2 – Relevance. The second step is to determine how relevant each of the Offeror’s past projects are to the solicited work. Each project will be assigned a relevancy rating from the below table. Projects which are rated “Not Relevant” will not be further considered and will not be factored into the Offeror’s overall Performance Confidence Assessment Rating.

Step 3 - Quality of Products or Services. The third step of the past performance evaluation is to establish the quality of the Offeror's performance on each past performance project. The government may determine quality of performance through a variety of methods to include reviewing PPQs, contacting customers, reviewing databases such as the Contractor Performance Assessment Reporting System (CPARS), or reviewing other sources of information. The Government's evaluation documentation will discuss the Offeror's quality of performance on each of the projects, however it will not assign a quality of performance rating for each individual past project.

Step 4 – After assessing the recency, relevancy, and quality of performance of the Offeror's individual past projects, the Government will assign one overall Performance Confidence Assessment Rating to the Offeror (see table below). This rating is based on the Offeror's overall record of recency, relevancy, and quality of performance across the reviewed past projects.

In the case of a Offeror for which there is no information on past contract performance or where past contract performance information is not available, the Offeror may be evaluated neither favorably or unfavorably on the factor of past contract performance (see FAR 15.305(a)(2)(iv).) In such case, the Offeror's past performance is unknown and is assigned an overall Performance Confidence Assessment rating of "Neutral."

**PAST PERFORMANCE RELEVANCY RATINGS**

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.

**PERFORMANCE CONFIDENCE ASSESSMENT RATINGS**

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.
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*See Section M.5 for definitions.*

#### M.3.5. Factor 5 – Cost

A cost analysis per FAR 15.404-1(c)(1) will be required to review the individual cost elements of the Offeror's proposal for the JASON Facility Rental Fee.

The Government may use one or all of the following analysis techniques listed under FAR 15.404-1 to evaluate whether the price and costs of the proposal are fair and reasonable. The cost analysis will be performed on the Offeror's total proposal including all options. For the JASON Facility Rental Fee, for each option year, for evaluation purposes only, the Government will escalate the JASON Facility Rental Fee by 2% each year. For evaluation purposes only, the total cost is the sum of the total cost submitted for (a) the base period, (b) all option periods, and (c) the six-month extension authorized by FAR 52.217-8. To determine the FAR 52.217-8 extension, divide the final option by two (2). Evaluation of option will not obligate the Government to exercise the option.

The Government reserves the right to include the use of information from sources such as, but not limited to, the Defense Contract Audit Agency (DCAA) and the Defense Contract Management Agency (DCMA) in order to complete a cost analysis.

The basis of award will be a total evaluated cost of the base period and four one year option periods for the contract, which includes the 6 month option under FAR 52.217-8, and the Task Order for Program Management.

#### M.4. Financial Capability Determination (Responsibility)

Financial capability will be evaluated to the extent that Offerors must have sufficient financial resources that demonstrate an acceptable financial capability to perform the contract. The results of this evaluation impact the Contracting Officer's contractor responsibility determination. The Government reserves the right to obtain information for use in the evaluation of past performance and for the purpose of performing a responsibility determination from any and all sources including sources outside of the Government such as but not limited to the System for Award Management, Federal Awardee Performance and Integrity Information System (FAPIIS) via the Past Performance Information Retrieval System (PPIRS), other Government systems and Dun and Bradstreet.

#### M.5. Definitions

The following definitions will be used in the evaluation process.

**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.

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

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

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

**Past Performance:** Relates to how well an Offeror has performed; e.g., the quality of work accomplished, schedule compliance, cost control, and customer satisfaction.

**Relevancy:** As it pertains to past performance information, is a measure of the extent of similarity between the service/support effort, complexity, dollar value, contract type, and subcontract/teaming or other comparable attributes of past performant examples and the source solicitation requirement; and a measure of the likelihood that the past performance is an indicator of future performance.

**Offeror:** Except where the context in which the term is used clearly indicates otherwise, "Offeror" refers to the contractor submitting the proposal, and to joint venture members, teaming/partnering entities, and major subcontractors (defined as subcontractors performing 10% or more of the work).

**Project:** A project may be a stand-alone contract or an individual task order under an IDIQ contract.

**Risk:** The potential for unsuccessful contract performance. The consideration of risk assesses the degree to which an Offeror's proposed approach to achieving the technical factor or subfactor may involve risk of disruption of

schedule or degradation of performance, the need for increased Government oversight, and the likelihood of unsuccessful contract performance.