**SOLICITATION, OFFER AND AWARD**

1. **THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)**
2. **CONTRACT NO.** W912DY-19-R-0001
3. **SOLICITATION NO.** W912DY
4. **TYPE OF SOLICITATION** [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)
5. **DATE ISSUED** 28 Dec 2018
6. **REQUISITION/PURCHASE NO.**
7. **ISSUED BY** US ARMY ENGINEERING & SUPPORT CENTER
   HUNTSVILLE ENGINEERING & SUPPORT CENTER
   P.O. BOX 1600
   HUNTSVILLE AL 35807-4301
   TEL: 256-895-1389
   FAX:
8. **ADDRESS OFFER TO** (If other than Item 7)
9. **AMENDMENT NO.**
10. **DATE**
11. **FACILITY**
12. **NAME OF CONTRACTING OFFICER (Type or print)**
13. **UNITED STATES OF AMERICA**
14. **AWARD DATE**
15. **PAYMENT WILL BE MADE BY**
16. **NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)**
17. **SIGNATURE**
18. **OFFER DATE**
19. **DISCOUNT FOR PROMPT PAYMENT**
20. **ACCOUNTING AND APPROPRIATION**
21. **AUTHORIZED AS TO ITEMS NUMBERED**
22. **AUTHORIZED FOR USING OTHER THAN FULL AND OPEN COMPETITION:**
23. **PAYMENT WILL BE MADE BY**
24. **AUTHORIZED BY (If other than Item 7)**
25. **PAYMENT WILL BE MADE BY**
26. **NAME OF CONTRACTING OFFICER (Type or print)**
27. **UNITED STATES OF AMERICA**
28. **AWARD DATE**

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**PART I - THE SCHEDULE**

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<th>DESCRIPTION</th>
<th>PAGE(S)</th>
<th>DESCRIPTION</th>
<th>PAGE(S)</th>
</tr>
</thead>
<tbody>
<tr>
<td>SOLICITATION/CONTRACT FORM</td>
<td>1 - 2</td>
<td>I. CONTRACT CLAUSES</td>
<td>45 - 65</td>
</tr>
<tr>
<td>SUPPLIES OR SERVICES AND PRICES/ COSTS</td>
<td>3 - 7</td>
<td>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</td>
<td>66</td>
</tr>
<tr>
<td>DESCRIPTION/ SPEC'S/ WORK STATEMENT</td>
<td>8 - 40</td>
<td>J. LIST OF ATTACHMENTS</td>
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**PART II - CONTRACT CLAUSES**

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**PART IV - REPRESENTATIONS AND INSTRUCTIONS**

| X | A | B | C | D | E | F | G | H | I | J | K | L | M | N | O | P | Q | R | S | T | U | V | W | X | Y | Z |

**OFFER (Must be fully completed by offeror)**

- **NAME** TEZRA J HAMILTON
- **TELEPHONE** 256-895-1389
- **EMAIL** Tezra.Hamilton@usace.army.mil

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

- **DISCOUNT FOR PROMPT PAYMENT**
- **ACKNOWLEDGMENT OF AMENDMENTS**

**AWARD**

- **ACCOUNTING AND APPROPRIATION**
- **AUTHORIZED AS TO ITEMS NUMBERED**
- **AUTHORIZED FOR USING OTHER THAN FULL AND OPEN COMPETITION:**
- **AUTHORIZED BY (If other than Item 7)**
- **AUTHORIZED AS TO ITEMS NUMBERED**
- **AUTHORIZED FOR USING OTHER THAN FULL AND OPEN COMPETITION:**

---

**IMPORTANT:** Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.
Section A - Solicitation/Contract Form

EXECUTIVE SUMMARY

A1. Objective: The primary objective of this contract is to provide the High Performance Computing Modernization Program (HPCMP) with technical and professional support elements required for the operation of the HPCMP Office (HPCMPO) in all phases of planning and execution of its mission, including: technical and administrative support in all areas of program activity, program management support, meeting facilities and office environment, to include a complete telecommunications and computer systems capability and full logistical services.

A2. Procurement Methodology: It is the intention of the U.S. Army Engineering and Support Center, Huntsville (CEHNC) to issue a single award task order contract (SATOC) through a total small business set-aside.

A3. This contract will be a hybrid Firm Fixed Price (FFP) and Cost-Plus-Fixed-Fee (CPFF) Contract Line Items, as described in FAR 16.

A4. The period of performance will be a five year ordering period, no options; part of the base period of performance is a 60-day Phase-In period.

A5. Minimum Guarantee. The government’s minimum guarantee is $2500.00 and extends throughout the period of performance under the entire IDC contract. Following payment under task order award(s) during the entire period of performance in an amount meeting/exceeding the minimum guarantee of $2500.00, satisfies the minimum guarantee, and the agency, upon payment of the $2500.00 under said task order(s). During the period of performance for this IDC contract, should the government fail to award task order(s) with an aggregate value meeting or exceeding the minimum guarantee of $2500.00, then, ONLY upon submittal of proof of contract damages from the contractor, the government may pay the contractor up to $2500.00. This is a minimum ordering amount; not a minimum payment.

A6. Do not complete Section B Supplies or Services and Prices. NOTE - Section B may change per task order.

A7. The Government will hold a pre-proposal conference for potential offerors to ensure an understanding of the Government’s objectives under this solicitation. Participants will hear presentations regarding the HITS-R Program, the scope of work and contractual considerations. Any questions posted to ProjNet may be addressed during the pre-proposal conference for the exchange of information between Government presenters and Contractor representatives in attendance. All interested firms are encouraged to attend, but participation will not be a prerequisite for submitting a proposal.

The pre-proposal conference will be virtually on TBD.

Registration will be on a first-come, first served basis and is restricted to two representatives (this includes subcontractors) from each company. Individuals not registered for the event will not have access to the facilities on the date of the conference. Registration must be completed via email by contacting the contract specialist at Tezra.J.Hamilton@usace.army.mil no later than TBD until the maximum capacity is reached. To register, provide your company name and list of attendees (not to exceed two personnel) and contact information where you may be reached.
Section B - Supplies or Services and Prices

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>SUPPLIES/SERVICES</th>
<th>MAX QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
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CPFF
The Contractor shall provide services in support of the High Performance Computing Modernization Program - in accordance with the Performance Work Statement. All services for Labor will be funded as SubCLINs with the appropriate accounting classifications. FOB: Destination

| MAX COST |
| FIXED FEE |
| TOTAL MAX COST + FEE |

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FFP
The Contractor shall provide services in support of the High Performance Computing Modernization Program - in accordance with the Performance Work Statement. All services for Labor will be funded as SubCLINs with the appropriate accounting classifications. FOB: Destination

<p>| MAX NET AMT |</p>
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<td>FFP</td>
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The Contractor shall acquire all Materials and Other Direct Costs in support of the High Performance Computing Modernization Program in accordance with the Performance Work Statement. All services for Materials & ODCs will be funded individually as SubCLINs with the appropriate accounting classifications.

FOB: Destination

$42,659,692.71  NTE

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The contractor shall Travel as required in support of the High Performance Computing Modernization Program. The contractor shall provide an actual price for the CLIN before payment is made. The contractor shall be reimbursed in accordance with the limitations set forth in FAR 31.205-46. Travel for this CLIN will be funded as SubCLINs with the appropriate accounting classifications.

FOB: Destination

$4,422,154.42  NTE
Contractor Manpower Reporting
FFP
The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report contractor manpower information (including subcontractor manpower information) required for performance of this contract. The contractor shall submit all the information required in the format specified at the following web address: https://cmra.army.mil/default.aspx. NOT SEPARATELY PRICED

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<tr>
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MAX NET AMT

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FOB: Destination

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FFP  
FOB: Destination

MAX NET AMT
PERFORMANCE WORK STATEMENT

PERFORMANCE WORK STATEMENT FOR BASE CONTRACT

High Performance Computing Integration Technical Services - Restricted (HITS-R) 2
US Army Corps of Engineers, Huntsville Engineering and Support Center

26 November 2018

1.0 INTRODUCTION

1.1. ACRONYMS

The following table is a key of acronyms used throughout this PWS.

<table>
<thead>
<tr>
<th>ACRONYMS</th>
<th>DEFINITIONS</th>
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<tbody>
<tr>
<td>ADC</td>
<td>Allocated Distributed Center</td>
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<tr>
<td>AFARS</td>
<td>Army Federal Acquisition Regulation Supplement</td>
</tr>
<tr>
<td>ARL</td>
<td>Army Research Laboratory</td>
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<td>AASD</td>
<td>Assisted Acquisition Services Division</td>
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<tr>
<td>AQL</td>
<td>Acceptable Quality Level</td>
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<tr>
<td>ASC</td>
<td>Aeronautical Systems Center</td>
</tr>
<tr>
<td>CAP</td>
<td>Connection Approval Process</td>
</tr>
<tr>
<td>CAP</td>
<td>Contractor Acquired Property</td>
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<tr>
<td>C&amp;A</td>
<td>Certification and Accreditation</td>
</tr>
<tr>
<td>CISSP</td>
<td>Certified Information Systems Security Professional</td>
</tr>
<tr>
<td>CPCM</td>
<td>Certified Professional Contracts Manager</td>
</tr>
<tr>
<td>CPSM</td>
<td>Certified Professional In Supply Management</td>
</tr>
<tr>
<td>CCNP</td>
<td>Cisco Certified Network Professional</td>
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<tr>
<td>Abbreviation</td>
<td>Full Form</td>
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<td>--------------</td>
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</tr>
<tr>
<td>CARD</td>
<td>Cost Analysis Requirements Document</td>
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<td>CERT</td>
<td>Computer Emergency Response Team</td>
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<td>CND</td>
<td>Computer Network Defense</td>
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<td>Comprehensive Security Assessment</td>
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<td>CyberSecurity Service Provider</td>
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<td>CREATE</td>
<td>Computational Research and Engineering Acquisition Tools and Environments</td>
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<td>Dedicated HPC Investments</td>
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<td>Defense Federal Acquisition Supplement</td>
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<td>Domain Name System Security Extension</td>
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<td>Department of Defense</td>
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<td>DREN</td>
<td>Defense Research &amp; Engineer Network</td>
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<td>DSRC</td>
<td>DOD Supercomputing Resource Center</td>
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<td>DIACAP</td>
<td>DOD Information Assurance Certification &amp; Accreditation Process</td>
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<td>DIARMF</td>
<td>DOD Information Assurance Risk Management Framework</td>
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<td>Engineer Research Development Center</td>
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<td>Federal Acquisition Regulations</td>
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<td>Information Assurance Vulnerability Management</td>
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<td>INFOCON/CYBERCON</td>
<td>Information Operations Condition</td>
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<td>JPAS</td>
<td>Joint Personnel Adjudication System</td>
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<td>JFHQ-DODIN</td>
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<td>Procuring Contracting Officer</td>
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<td>LAN</td>
<td>Local Area Network</td>
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<td>MCSE</td>
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<tr>
<td>MCSD</td>
<td>Microsoft Certified Software Developer</td>
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<td>MIPR</td>
<td>Military Interdepartmental Purchase Request</td>
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<td>MOA</td>
<td>Memorandum of Agreement</td>
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<td>MSRC</td>
<td>Major Shared Resource Center</td>
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<tr>
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<td>Quality Assurance Program</td>
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<td>Quality Control Plan</td>
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<tr>
<td>R &amp; D</td>
<td>Research and Development</td>
</tr>
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<td>RDT&amp;E</td>
<td>Research, Development, Test, and Evaluation</td>
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<td>Science and Technology</td>
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<td>Site Assistance Visits</td>
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<td>Security Requirements Guide</td>
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<td>Standard Operating Procedures</td>
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</table>

1.2 BACKGROUND

The Department of Defense (DoD) High Performance Computing Program (HPCMP) is a technology-led, innovation-focused program committed to extending High Performance Computing (HPC) to address the DoD’s most significant challenges. The HPCMP accomplishes this goal by developing and maintaining an HPCMP ecosystem consisting of DoD Supercomputing Resource Centers (DSRCs) networking and security, and software applications. The objective of this Single Award Task Order Contract (SATOC) under this Performance Work Statement (PWS) is to provide internal and external support to the DoD HPCMP to achieve mission objectives. This work will occur at multiple locations within the Continental United States (CONUS). See Section 5.

1.3 PURPOSE

The HPCMP has identified needs within the ecosystem framework related to program management support, DSRC operations, security and infrastructure engineering research and development and operations, network engineering and software applications development. The purpose of this SATOC and PWS is to outline task order requirements to ensure the HPCMP can obtain the support needed.
2.0 GENERAL REQUIREMENTS.

This section describes the general requirements the contractor needs to accomplish. The following sub-sections provide details of various considerations on this effort.

2.1 NON-PERSONAL SERVICES

The Government shall neither supervise contractor employees nor control the method by which the contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual contractor employees. It shall be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the contractor believes that any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the Procuring Contracting Officer (PCO) immediately.

2.2 BUSINESS RELATIONS

The contractor shall successfully integrate and coordinate all activity needed to execute the requirement. The contractor shall manage the timeliness, completeness, and quality of problem identification. The contractor shall provide corrective action plans, proposal submittals, timely identification and remediation of issues, and effective management of subcontractors. The contractor shall seek to ensure customer satisfaction and professional and ethical behavior of all contractor personnel.

2.3 CONTRACT ADMINISTRATION AND MANAGEMENT

The following subsections specify requirements for contract, management, and personnel administration.

2.3.1 Contract Management. The contractor shall establish clear organizational lines of authority and responsibility to ensure effective management of the resources assigned to the requirement. When operating onsite, the contractor shall maintain continuity between ongoing activities at Vicksburg, MS, Lorton and Alexandria, VA, and the contractor's corporate offices.

2.3.2 Contract Administration. The contractor shall establish processes and assign appropriate resources to effectively administer the requirement. The contractor shall respond to Government requests for contractual actions in a timely fashion. The contractor shall have a single point of contact between the Government and Contractor personnel assigned to support operations under executed this task order. The contractor shall assign work effort and maintain proper and accurate timekeeping records of personnel assigned to work on the requirement.

2.3.3 Personnel Administration. The Contractor(s) shall provide experienced and qualified personnel with all the skills necessary to perform the work identified. Some Contractor(s) personnel must have and maintain certain valid Licenses and Certifications to perform the work. Various required training, qualifications, licenses, security clearances, or certifications must be obtained prior to commencement of work at Contractor(s) expense. Contractor(s) employees required to perform tasks must meet certification requirements as defined in Army and DoD Regulations. All contractor personnel shall be able to read, write, speak, and understand English, shall possess good written and verbal communications skills, and shall have sufficient knowledge of proper English grammar, spelling, capitalization, and punctuation rules to identify errors and make corrections.

2.3.4 The contractor shall provide the following management and support as required. The contractor shall provide for employees during designated Government non-work days or other periods where Government offices are closed due to weather or security conditions. The contractor shall maintain the currency of their employees by providing initial and refresher training as required to meet the PWS requirements. The contractor shall make necessary travel arrangements for employees. The contractor shall provide necessary infrastructure for services performed at the contractor's site(s).
2.4 SUBCONTRACT MANAGEMENT

The contractor shall be responsible for any subcontract management necessary to integrate work performed on this requirement and shall be responsible and accountable for subcontractor performance on this requirement. The prime contractor will manage work distribution to ensure there are no Organizational Conflict of Interest (OCI) considerations. Contractors may request the addition of subcontractors to their team by notifying the PCO Representative (COR) and with the approval of the PCO. Cross teaming may or may not be permitted.

2.5 CONTRACTOR PERSONNEL, DISCIPLINES, AND SPECIALTIES

The contractor shall accomplish the assigned work by employing and utilizing qualified personnel with appropriate combinations of education, training, and experience. The contractor shall match personnel skills to the work or task with a minimum of under/over employment of resources. The contractor shall ensure the personnel utilized in the performance of this Task Order will be the minimum necessary to accomplish the task. The Contractor shall provide the necessary resources and infrastructure to manage, perform, and administer the task order.

2.5.1 Contractor Employee Conduct. The contractor’s employees shall observe and comply with all applicable departmental and agency regulations, policies, and procedures (e.g., fire, safety, sanitation, environmental protection, security, etc.). The contractor shall ensure that all contractor employees represent a professional appearance at all times, and that their conduct does not reflect discredit on the United States Government.

2.5.2 When contractor employees are working on Government facilities or participating at Government meetings, they shall wear identification badges distinguishing themselves as such. The badges at a minimum must have the employee name and word "contractor" displayed. Ideally, the company name will appear on the badge.

2.5.3 Notwithstanding any other provisions in the PWS, the contractor shall identify themselves as a contractor in meetings, telephone conversations, all written communications and work situations so that their actions cannot be construed as acts of a Government official. The contractor shall take no actions that bind the government to a final decision or results in the exercise of governmental discretion.

2.5.4 Removal of Contractor Employees for Misconduct or Security Reasons. The Government may, at its sole discretion, direct the contractor to remove any contractor employee from Government facilities for misconduct or security reasons. Such removal does not relieve the contractor of the responsibility to provide sufficient qualified personnel for adequate and timely service. The PCO will provide the contractor with an immediate rationale for removal of contractor employee.

2.5.5 Conflict of Interest. Neither the contractor nor its on-site employees shall utilize their knowledge of access to information, sensitive or otherwise, for individual or company gain.

2.6 TASK ORDERS

Task Orders shall be issued by the PCO for all work efforts. The contractor/subcontractor(s) shall not use proprietary information, designs, or software, etc. for this contract which is not available on the open market. All information, designs, software, software applications, etc. developed as a result of this contract become the property of the Government. For each task order, the contractor shall provide project and business management and analysis support in operational and oversight of each task order utilizing Project Management Professional (PMP) and Information Technology Infrastructure Library (ITIL) standards and practices.

2.7 KEY PERSONNEL

At no direct cost to the Government the contractor shall provide an overall Program Manager (PM) and Alternate Program Manager (APM) to ensure technical integration of the entire contract and shall provide general oversight to
this effort. The Government has determined that these personnel are key to successful completion of the contract. These Key Personnel will be designated in the contract and are subject to the provisions of this PWS. Resumes shall be submitted detailing the qualifications and experience of Key Personnel. Prior to the replacement of key personnel, the contractor shall notify the PCO and Contracting Officer Representative (COR) reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No substitution shall be made by the contractor without the written consent of the PCO.

These managers will possess at least a Bachelor's degree in computer science, information systems, network engineering, or other related discipline with a minimum of ten (10) years management experience plus a minimum of ten (10) years IT/Networking Engineering experience similar to the size and scope reflected in this PWS. The experience can be Federal or private industry. Qualifications are subject to Government review and concurrence. The managers shall be available during normal working hours to meet at the HPCMPO with Government personnel designated by the PCO, HPC PM or Contracting Officer's Representative (COR) within two hours of notification. Additional key personnel may be identified at the task order level.

3.0 GENERAL SCOPE OF WORK.

This PWS identifies the non-personal Contractor Engineering and Technical Support Services that are needed to support the HPCMP. This is a Single Award Indefinite Delivery and Indefinite Quantity (IDIQ) contract. Specific areas of coverage include 3.1 Program Management, 3.2 HPC Centers Support, 3.3 Security Research and Development and Infrastructure Engineering Support, 3.4 Network Engineering Support, 3.5 Network Operations Support, 3.6 IT Support, 3.7 HPCMP CREATE Software Development Support, and 3.8 Government Furnished Property Logistics, Distribution and Inventory support. The Contractor shall possess one or more of the following credentials; ISO 9001:2000, ISO 9001:2008, CMMI Level II (or higher) – DEV or CMMI Level II (or higher) – SVC.

3.1 PROGRAM AND PROJECT MANAGEMENT SUPPORT

The contractor shall perform a variety of support duties to support program management activities across the HPCMP business areas. Program and Project Management Support shall include collecting information and assisting in the preparation of draft planning documents to include draft program budgets, schedules, reports and documentation. The contractor shall also provide meeting management and conferencing support for the HPCMP in all program activities. Task Orders under this PWS can include but are not limited to:

3.1.1 Conduct reviews and analysis on business management aspects of program activities and provide findings to the Associate Director for the respective functional area.

3.1.2 Provide internal and external program management support for program activities.

3.1.3 The contractor shall be cognizant of the many interrelationships between various task orders ensuring any dependencies that arise from the enterprise, if any, are noted and tracked to ensure integration and adherence to schedule.

3.1.4 The contractor shall Performance Management to include verification and measurement to ensure delivery of proposed results, support management and decision-making, facilitate communications, and motivate high performance through use of key performance measures.

3.1.5 Performance Integration. The contractor shall ensure Performance is integrated across all PWS elements and Task Orders and provide an integrated master schedule (IMS) including task and inter-project, inter-related task order dependencies with resource requirements including labor and materials.

3.1.6 Results management. The contractor shall measure and validate performance accounting for fluctuating workloads and provide a program performance report (PPR) for key measures as defined in the Quality Assurance
Surveillance Plan (QASP) and Service Delivery Summaries in the PWS. The contractor shall conduct a monthly performance review with the COR that includes the IMS and PPR.

3.1.7 Customer Satisfaction. Work with government counterparts to achieve and maintain high customer satisfaction by identifying a customer’s principle needs and interests, managing a customer’s expectations to ensure effective communication, and soliciting feedback and use it constructively to improve customer service.

3.1.8 Use of Government Furnished Property. In the performance of the individual tasks, the contractor shall use, to the maximum extent possible, Government Furnished Property.

3.1.9 Travel. The contractor shall be required to travel to various locations within the Continental limits of the United States (CONUS) and Hawaii and Alaska to perform the tasks outlined in this SOW. Materials, other direct charges, all travel and subcontractor efforts to support HPCMP shall be approved in advance, by the PCO.

3.1.10 Deliverables. The contractor shall perform work and submit deliverables pursuant to each individual task order. Each task order will identify the specific work to be performed and the deliverables that are due. Typical Contract Data Requirement List (CDRL) may include but not limited to:

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>CDRL #</th>
<th>Transmittal Form and Quantity</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trip reports</td>
<td>A001</td>
<td>electronic copy</td>
<td>To Government POC NLT 5 day after return and Consolidated Monthly Consolidated Trip Report</td>
</tr>
<tr>
<td>Briefing Material</td>
<td>A002</td>
<td>electronic copy</td>
<td>as necessary</td>
</tr>
<tr>
<td>Weekly SAR</td>
<td>A003</td>
<td>electronic copy</td>
<td>Two (2) business days after the end of the reported week</td>
</tr>
<tr>
<td>Monthly Status Report</td>
<td>A004</td>
<td>electronic copy</td>
<td>NLT the 10th day of each month</td>
</tr>
<tr>
<td>Trend Analysis Reports</td>
<td>A005</td>
<td>electronic copy</td>
<td>as necessary</td>
</tr>
<tr>
<td>Weekly Financials</td>
<td>A006</td>
<td>electronic copy</td>
<td>Two (2) business days after the reported week</td>
</tr>
<tr>
<td>Comments and Recommendations Base on Engineering Studies and Assessments</td>
<td>A007</td>
<td>electronic copy</td>
<td>As necessary</td>
</tr>
<tr>
<td>Configuration management plans</td>
<td>A008</td>
<td>electronic copy</td>
<td>As necessary</td>
</tr>
<tr>
<td>Test &amp; Evaluation Plans, Procedures, and Test Reports including Data</td>
<td>A009</td>
<td>electronic copy</td>
<td>As necessary</td>
</tr>
<tr>
<td>Document Type</td>
<td>A010</td>
<td>electronic copy</td>
<td>Retention</td>
</tr>
<tr>
<td>---------------------------------------------------</td>
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</tr>
<tr>
<td>Risk Management Framework (RMF)</td>
<td></td>
<td></td>
<td>As necessary</td>
</tr>
<tr>
<td>Monthly Inventory</td>
<td>A011</td>
<td></td>
<td>Five (5) business days after the end of the reported month.</td>
</tr>
<tr>
<td>Program Management Plan / Task Order Management Plan</td>
<td>A012</td>
<td></td>
<td>Sixty (60) calendar days after task order award.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Thirty (30) calendar days after the start of each exercised option period.</td>
</tr>
<tr>
<td>Phase out Plan</td>
<td>A013</td>
<td></td>
<td>No later than nine (9) months after task order award and updated annually thereafter. Any final reports are due within ten (10) calendar days after the last month of performance.</td>
</tr>
<tr>
<td>Monthly Financial Report</td>
<td>A014</td>
<td></td>
<td>Ten (10) business days after the end of the reported month.</td>
</tr>
<tr>
<td>Initial Kickoff Meeting Minutes</td>
<td>A015</td>
<td></td>
<td>No later than ten (10) calendar days after the meeting.</td>
</tr>
<tr>
<td>Specifications</td>
<td>A016</td>
<td></td>
<td>As necessary</td>
</tr>
<tr>
<td>Concept of Operations</td>
<td>A017</td>
<td></td>
<td>As necessary</td>
</tr>
<tr>
<td>Accreditation Documentation</td>
<td>A018</td>
<td></td>
<td>As necessary</td>
</tr>
<tr>
<td>User Guides</td>
<td>A019</td>
<td></td>
<td>As necessary</td>
</tr>
<tr>
<td>Plans of Action and Milestones</td>
<td>A020</td>
<td></td>
<td>As requested by the government POC</td>
</tr>
<tr>
<td>Product Evaluation/Study Reports</td>
<td>A021</td>
<td></td>
<td>As necessary</td>
</tr>
<tr>
<td>Prototype ancillary hardware, drawings, and preliminary technical manuals</td>
<td>A022</td>
<td></td>
<td>As necessary</td>
</tr>
<tr>
<td>Standard Operating Procedures</td>
<td>A023</td>
<td></td>
<td>As necessary</td>
</tr>
</tbody>
</table>
3.1.11 Monthly Progress Report. The contractor shall submit a written report which outlines the significant elements of the contract to the COR, on a monthly basis CRDL A004. These elements are:

- Price and schedule control to include hours of effort expended and travel accomplished in support of each task.
- Technical performance to include a breakout of time expended and associated cost(s) for each functional task, continuing work efforts, and deliverable items produced/delivered during the reporting period.
- Identification of pending and planned work efforts including potential problem areas and proposed solutions.
- Trip reports for all travel activities.
- Changes in contract personnel.

<table>
<thead>
<tr>
<th>Network Diagrams</th>
<th>A024</th>
<th>electronic copy</th>
<th>As necessary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regression Test Plans and Reports</td>
<td>A025</td>
<td>electronic copy</td>
<td>As necessary</td>
</tr>
<tr>
<td>After Action / Lessons Learned Reports</td>
<td>A026</td>
<td>electronic copy</td>
<td>As necessary</td>
</tr>
<tr>
<td>Annual Maintenance Renewal</td>
<td>A027</td>
<td>electronic copy</td>
<td>As necessary</td>
</tr>
<tr>
<td>ISCM Metric Reports (reporting bug, feature additions and completions)</td>
<td>A028</td>
<td>electronic copy</td>
<td>Monthly – five (5) business days after end of each month</td>
</tr>
<tr>
<td>STIG Metric Reports (reporting bug, feature additions and completions)</td>
<td>A029</td>
<td>electronic copy</td>
<td>Monthly – five (5) business days after end of each month</td>
</tr>
<tr>
<td>Authentication Services Metric Reports (reporting bug, feature additions and completions)</td>
<td>A030</td>
<td>electronic copy</td>
<td>Monthly – five (5) business days after end of each month</td>
</tr>
<tr>
<td>Software Assurance Metric Reports (reporting completions)</td>
<td>A031</td>
<td>electronic copy</td>
<td>Monthly – five (5) business days after end of each month</td>
</tr>
</tbody>
</table>

3.2 CENTERS SUPPORT

The contractor shall perform a variety of support duties to include assistance in status reporting, data gathering, data entry, report preparation, support for briefings, funding profiles, task lists, installation or customer meeting logistics, and other administrative support as required. Perform research, documentation and review support of business processes and procedures. Assist in drafting Performance Work Statements (PWS), Statements of Work (SOW) and assist in providing independent technical reviews. Provide technical assessments and reviews based on High Performance Computing (HPC) systems engineering analysis. Perform research on various computer software, hardware, and technical services for required services as needed. This may include: evaluation of government performance work statements and independent government estimates; identify technology issues and provide recommendations; serve as the Program technical advisor for IT commodities and technical services contracts; provide technical recommendations for the ITS team and/or customers; and prepare technical briefings for use by Government representatives. Provide engineering and technical resources to perform system engineering and
integration functions necessary to accomplish project technical goals in services for HPC Centers projects. Technical activities with projects requiring support include baseline configuration, workload management, data recovery, system administration communities of practice, enterprise systems monitoring, enterprise software management, acting as HPC Centers’ liaison to the HPCMP information assurance manager panel, and other DSRC technical services project teams, as identified by the Associate Director for HPC Centers.

3.2.1 Support the development and maintenance of goals, high-level strategy, and policy for special projects within and administration of the HPC Centers component of the HPCMP.

3.2.2 Investigate HPC Centers program requirements, perform studies of system performance and submit recommendations for development, upgrades, modifications, or alterations of equipment, policy or configuration as appropriate to improve system performance, operational efficiency and security posture.

3.2.3 Monitor technology trends and determine feasibility of implementation and applicability to address DoD computational requirements via HPC Center services and capabilities. Participate in design reviews, technical reviews and discussions regarding HPCMP supercomputer systems, equipment and programs as directed.

3.2.4 Support Associate Director for HPC Centers in responding to and informing senior DoD leadership on aspects of the HPCMP and HPC technologies. Provide guidance and direction to HPC center leadership under the direction of the Associate Director for Centers concerning HPC services, operating approaches and coordination required with other HPC Centers.

3.2.5 Investigate program requirements, perform studies, analyze system/equipment performance and submit recommendations for development, upgrades, modifications, or alterations of hardware, software, and/or infrastructure as appropriate to improve system operation and enhance security posture in the field environment.

3.2.6 Review engineering and technical documentation such as technical manuals, test procedures, test plans and drawings, as-built, etc., as delivered by other contractor and Government activities and provide comments and recommendations for acceptance, correction or improvements. The contractor will provide engineering and technical expertise for the review of production contract deliverables and drawings, develop and maintain applicable SOPs, develop and maintain deployment and installation documentation (e.g., network diagrams, site surveys).

3.2.7 Provide engineering and technical resources to perform system engineering and integration functions necessary to accomplish project technical goals in services for DSRC projects. Technical activities with projects requiring support may include management of supercomputer support infrastructure, IP-based network architecture, programming of SCADA controls and renewable energy technology.

3.3 SECURITY

Provide security engineering support to the HPCMP, and Defense Research and Engineering Network (DREN)/Secret Defense Research Engineering Network (SDREN) sites. The contractor shall provide security engineering support for the DREN and SDREN networks for the High Performance Computing Modernization Program at sites listed in this PWS and other sites as designated by the Government. Task Orders can include, but are not limited to the following:

3.3.1 Security Engineering/Risk Management Framework (RMF) Support. The Contractor shall provide security engineering support to the HPCMP. The contractor shall perform ISSO or ISSM duties in support of HPCMP authorized enclaves. The contractor shall also provide Assess and Authorize (A&A) support by providing security, technical, and administrative resources to as required by the HPCMP in support of the Risk Management Framework (RMF).

3.3.2 Cybersecurity Software and Technologies Development. The Contractor shall provide software and development support to the HPCMP in support of cybersecurity projects and tools. The contractor shall provide the
HPCMP with software and technologies development in support of network and system security. The contractor shall provide development in support of identification and authentication efforts, risk prioritization efforts, information system continuous monitoring efforts, and/or compliance automation.

3.3.3 Defensive Cyber Operations (DCO). The Contractor shall provide DCO services to the HPCMP and DREN and SDREN subscriber sites. The contractor shall perform DCO services and support in accordance with the NIST Cybersecurity Framework (CSF) and the DoD Cybersecurity Evaluator Scoring Metrics. Contractor shall also ensure DCO services align with the Chairman of the Joint Chiefs of Staff Manual (CJCSM) 6510.01A.

3.3.4 Cybersecurity Infrastructure Support. The Contractor shall provide server, networking, storage, and endpoint expertise and support for the HPCMP Security suite of tools and services. The contractor shall install, operate and maintain test and production environments to support HPCMP Security tools, services, and capabilities. The contractor shall manage property and inventory, aligning travel and manpower for installation and upgrades with property delivery. The contractor support the overall Security infrastructure in support of HPCMP Security activities.

3.3.5 Cybersecurity Boundary Assessments. The Contractor shall provide boundary assessments of the DREN Area of Operation (AO) to highlight risk associated with the attack surface of the terrain. The contractor shall follow a formal testing methodology and documented procedures to test systems vulnerabilities and misconfigurations, in order to maximize their reliability in the face of a cyber-attack and provide a written report of exploits and recommended remediation with mappings to adversarial Tactics, Techniques, and Procedures (TTPs), Security Technical Implementation Guide (STIGs), SRGs, or NIST SP 800-53a rev4 controls and CCIs where applicable. The site information and applicable IP ranges and equipment assessed will be provided by the Program Lead and through analyzing USCYBERCOM, JFHQ-DODIN, and SCC Orders.

3.4 NETWORK ENGINEERING SUPPORT

The contractor will provide engineering and technical resources to perform a board assortment of system engineering and integration functions necessary to accomplish project technical goals such as: system and equipment design analysis and studies, development and verification of design, product, interface, and specifications, technical papers and studies, master test plans and integration, preparation of briefing data, and installation of hardware systems and equipment. The contractor shall provide the requested mix of labor categories, if and to the extent any of these items are exercised, and shall perform the applicable tasks as directed by the Task Order in support of the HPCMP system engineering requirements. Task Orders can include, but are not limited to the following:

3.4.1 Investigate HPCMP/DREN program requirements, perform studies, analyze system/equipment performance and submit recommendations for development, upgrades, modifications, or alterations of hardware and/or software as appropriate to improve system operation and enhance security posture in the field environment.

3.4.2 Study ORs to determine system performance criteria and to outline functional requirements. When required, performance specification(s) shall be generated/reviewed in order to specify, in detail, system requirements based upon the operational approach and selected alternative. The contractor shall participate in design reviews, technical reviews and discussions regarding HPCMP systems, equipment and programs as directed.

3.4.3 Review engineering and technical documentation such as technical manuals, test procedures, test plans and drawings, as-builds, etc., as delivered by other contractor and Government activities and provide comments and recommendations for acceptance, correction or improvements. The contractor will provide engineering and technical expertise for the review of production contract deliverables and drawings, develop and maintain applicable Standard Operating Procedures (SOPs), develop and maintain deployment and installation documentation (e.g., network diagrams, site surveys), develop regression testing plans, and perform regression testing to support code upgrades on current and future hardware deployed to support the SDREN Wide Area Network (WAN) and DREN ancillary equipment. Current hardware platforms deployed are Juniper routers, Netscreen and SRX Firewalls, Juniper SSL VPNs as well as all Taclane models.
3.4.4 Conduct R&D based upon HPCMP Technical Directions.

3.4.5 Develop and maintain SDREN/DREN Active Measurement Program (SAMP/DAMP) systems to include producing SAMP/DAMP outputs regarding network performance and utilization analysis data.

3.4.6 Provide Networking/Security Database Development and Maintenance Support. This database provides the central location for all DREN and SDREN data and files, providing the basis for annual service pricing determinations and provides for consistent configuration management of Customer data and serves as the central interface for Networking, Security, CSSP, CSA, Network Operations Center (NOC) personnel. Tasks include:

3.4.7 Database Maintenance and Development to meet latest Networking/Security requirements—especially the DREN-III database.

- Database Account Management
- Database information management (Data Entry, Data Import/Export, ODBC connections)
- DREN Portal management—data entry and validation for approximately 150 SDPs and 400 Enclave
- HPCMP GAL mail distribution list management (accurate distribution is dependent upon accurate DREN/SDREN/CSSP POC data)
  - DREN POCs
  - DREN NOC POCs (both DREN-II Verizon NOC and DREN-III CenturyLink NOC notification lists)
  - NiD/DJS/SJS alert distribution lists
- Recurring semi-annual (every six months) CSSP and Networking communication with DREN and SDREN Subscribers for updates and validation of Network Diagrams and POC information for compliance with DISA’s CSSP Evaluator’s Scoring Metrics (ESM)
- Manage renewal of ATOs, MOAs (three year validation periods) VII. CSA tracking and Recommendations for ATC.
- Outreach Service Agreements
- Generate process and manage Telecommunication Service Requests (TSRs) for DREN-III DITCO orders, and Requests for Service (RFS) for DREN-II orders
- Tracking DITCO TSR status and Acceptance Information
- Perform statistical analyses and generate statistical reports related to DREN, SDREN, and CSSP XII. Management of DREN/SDREN maps
- Management of the central document repository for 400 Enclaves (including 7 DSA documents/enclave, 6 SDREN CAP document/enclave, 3 CSSP documents/enclave, 1-3 annual bills for each buy-in customer, 5+ CSA documents per CSA site). Maintain approximately 5000 documents in various stages of validity and expiration.

3.4.8 Manage property and property inventory, aligning travel and manpower for installation and upgrades with property delivery, if applicable.

3.4.9 Maintain an up-to-date web-based community knowledge base as a reference for Software Defined Networking and IPv6 technologies.

3.4.10 Review and report on status of IPv6 implementation at HPCMP supercomputer centers.

3.4.11 Deliverable Products. The contractor may be required to prepare and provide updates to, or initial documentation as required. The deliverable products may include:

- Comments and recommendations based on engineering studies and assessments.
- Specifications.
- Concept of Operations (CONOPS).
- Accreditation documentation
- Configuration Management Plans.
• Test and Evaluation Plans, Procedures and Test Reports including Data.
• User guides.
• Product Evaluation/Study Reports.
• Prototype ancillary hardware, drawings and preliminary technical manuals.
• Briefing data and trip reports.
• Plan of Action & Milestones (POA&M)s.
• Monthly Status Reports.

3.5 NETWORK OPERATIONS SUPPORT

Task Orders under this PWS can include, but are not limited to the following:

3.5.1 Provide engineering and technical resources to perform system engineering and integration functions necessary to accomplish project technical goals in services for the SDREN Network Operations (NETOPS) and deployed DREN Ancillary (to include Firewalls, Switches, SAMP/DAMPs, Joint Sensors) equipment in the form of deployment and management of all hardware associated with the delivery of SDREN service to a customer location, as well as the SDREN core network itself, and delivery of stateful inspection firewall capabilities at various DREN locations during operating hours with one person on call each week night. This effort shall support efforts at both the Aberdeen Proving Grounds, MD facility and St Julien’s Creek, Portsmouth, VA facility.

3.5.2 Manage SDREN NETOPS team.

3.5.3 Manage Key Management of the SDREN closed partition preplaced and firefly keys for all SDREN node locations and provides technical assistance for the ’Simple Key loader” (SKL).

3.5.4 Manage the following for SDREN customers on-line:
• MRTG Statistics
• IAVA, IAVB, IAVT alerts & associated patch files
• Symantec, McAfee and Trend Micro software releases and virus definition files
• DISA Security Technical Implementation Guide (STIG’s)
• DISA Security Readiness Review Evaluation Scripts
• DISA Security Checklists
• RETINA software, keys, update files
• Windows update files
• Llama/CSA Security Analysis Scripts (Windows, Linux, Solaris, etc.)
• NUTTCP tool and literature, iperf, NMAP
• WSUS Services
• Microsoft Baseline Security Analyzer and associated signature files
• Network Performance Self Help Documentation
• Build-out, deployment and maintain the HPCMP Joint Sensor and ACAS Scanners

3.5.3 Manage and maintain Communications Security (COMSEC) account for the SDREN Wide Area Network (WAN)

3.5.4 Be responsible for development and maintenance of SDREN Network Operations Center (NOC) and WAN Certification and accreditation package.

3.5.5 Support the development and maintenance of policy relevant to DREN/SDREN security as well as DREN/SDREN Operations.
3.5.6 Support development of DREN Accreditation documentation in support of DREN/SDREN. Develop and maintain DREN and SDREN accreditation documentation.

3.5.7 Support management of all U.S Cyber Command and Service level CTOs, Service level CERT, HPC CERT and site level firewall block and change requests.

3.5.8 Supports management of the acceptance of all DREN Service Agreements and all SDREN Connection Approval Packages (includes working with sites individually so a complete agreement or package is on file in accordance with HPCMP policy).

3.5.9 Provide engineering and administration support as well as oversight on HPCMP and HPC Operations Local Area Networks (Firewall, SSL VPN, Wireless Access, Backbone switches, servers, Active Directory, Open Directory, etc.) to include the following:

- Configure and maintain Solarwinds Orion (or other) network management tools, and JIRA ticketing system software or other network management tools deployed or as directed
- Manage and maintain Domain Name Service on SDREN. This is to include DNSSec
- Manage and maintain Email Service for SDREN customers
- Manage and maintain SDREN CORE IPv4 and IPv6 addressing plans and allocations
- Provide local Network Performance trouble shooting and assistance as directed using GFP and commercial network performance tools
- Manage maintain, upgrade the DREN Portal as required
- Perform remote management and over the air rekey utilizing Encryptor Management tools (e.g. GEM)
- Manage, maintain, upgrade and configure current and future hardware platforms to support the SDREN WAN and DREN ancillary equipment. Current hardware platforms deployed are Juniper routers, Netscreen and Juniper SRX Firewalls, Juniper SSL VPNs, all encryptor models as well as Brocade switches in an enterprise setting
- Must be proficient in all aspects of IPv4 and IPv6 routing, multicast, jumbo frame configuration on all network and firewall platforms
- Manage and maintain current and future SAN infrastructure to support near real time data replication and Continuity of Operations
- Ensure all managed systems meet DoD 8500.1 IA requirements
- Ensure support personnel meet and maintain DoD 8570 certification requirements commensurate with their abilities and administrative position
- Track and maintain vendor maintenance contracts for all hardware deployed in support of SDREN and DREN Ancillary equipment
- COMSEC requirements to support crypto questions, deployment and keying

3.5.10 Deliverable Products. The contractor shall prepare and provide updates to, or initial documentation as required. The deliverable products may include:
- Comments and recommendations based on engineering studies and assessments.
- Specifications.
- Concept of Operations (CONOPS).
- Accreditation documentation
- Configuration Management Plans.
- Test and Evaluation Plans, Procedures and Test Reports including Data.
- User guides.
- Product Evaluation/Study Reports.
- Prototype ancillary hardware, drawings and preliminary technical manuals.
- Briefing data and trip reports.
- Plan of Action & Milestones (POA&M)s.
- Monthly Status Reports.
3.5.11 Operational Prioritization. Network Operations is critical to HPCMP operations, this government approved set of priorities that has been established in the Network Operations Center to ensure all issues are prioritized and completed with the appropriate level of urgency and effort. The following are a set of possible activities that will have to be addressed in the Network Operations Center.

### Network Operation Priorities

<table>
<thead>
<tr>
<th>Priority</th>
<th>Category</th>
<th>Activity Examples</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Security</td>
<td>Any security related issue.</td>
</tr>
<tr>
<td>2</td>
<td>Trouble</td>
<td>Investigating and isolating problems related to loss of connectivity to management devices, loss of customer connectivity and peering networks, loss of support system or application.</td>
</tr>
<tr>
<td>3</td>
<td>Maintenance</td>
<td>Upgrades to hardware operating system or updates to encryption keys.</td>
</tr>
<tr>
<td>4</td>
<td>Change</td>
<td>Requests to make a rule change in a firewall, updates to encryption device route tables or modify SDREN service delivery router static route tables or BGP filters, DNS updates.</td>
</tr>
<tr>
<td>5</td>
<td>Installation</td>
<td>NetOps support to install new DREN or SDREN hardware.</td>
</tr>
<tr>
<td>6</td>
<td>Administration</td>
<td>Creation of, or updates to, operating procedures or policy documentation, customer records, network diagrams, review of network, encryptor and server audit logs, updates to the SDREN NOC web site.</td>
</tr>
<tr>
<td>7</td>
<td>Inquiry</td>
<td>Request for information from a site POC or HPCMPO representative.</td>
</tr>
<tr>
<td>8</td>
<td>Task</td>
<td>Development and test of a new design or configuration in preparation for installation of a new device or product in the network.</td>
</tr>
<tr>
<td>9</td>
<td>Training</td>
<td>Participating in a vendor-provided course to increase technical knowledge of new product, appliance, or operating system features.</td>
</tr>
</tbody>
</table>

### Network Operation Ticket Priorities

<table>
<thead>
<tr>
<th>Priority</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Compromise of NetOps network device or support information system or COMSEC incident.</td>
</tr>
<tr>
<td>2</td>
<td>Customer classified security incident.</td>
</tr>
<tr>
<td>3</td>
<td>DoS or DDoS SDREN, NetOps network device or support information system.</td>
</tr>
<tr>
<td>4</td>
<td>HPCMP CERT Block Request, SJS, DJS restoration.</td>
</tr>
<tr>
<td>5</td>
<td>IAVM Compliance.</td>
</tr>
<tr>
<td>6</td>
<td>Security Configuration or Active Directory Group Policy Updates.</td>
</tr>
</tbody>
</table>

### Network Operations Security Issue Priorities

<table>
<thead>
<tr>
<th>Priority</th>
<th>Examples of Corresponding Events</th>
</tr>
</thead>
</table>
| 1. Security | - A compromise of any kind on any DREN or SDREN management system or core component and/or a Denial of Service (DOS) or Distributed DOS (DDOS) attack which impacts a customer’s connectivity to DREN or SDREN, or the functionality of the SDREN itself, or the ability to manage NetOps deployed network devices.  
- A compromise of any kind on any server or application or a Denial of Service (DOS) or Distributed DOS (DDOS) attack which impacts server or application access or performance. |
| 2. Critical | - Loss of service to any location listed in Appendix F, Critical Customer Locations or an outage that affects multiple SDREN customers.  
- Loss of access to or loss of a server or application listed in Appendix G, Critical Servers and Applications. |
### 3.6 IT MANAGEMENT

#### 3.6.1 Engineer, implement and maintain Enterprise IT and data services in support of the HPCMP. These services include the management of network servers, printers and other network devices; Wireless Access Points (WAP or AP); and infrastructure, e.g. network cabling and drops, patch panels, cross-connect cabling, etc.; and remote access, i.e., Virtual Private Network (VPN).

Engineer, implement and maintain a set of networked office workstations, servers, and mobile devices, to include the Active Directory services, which allow personnel to perform their duties involving electronic documentation and other activities efficiently and effectively. Perform system and network administration services to include patch management and secure configuration, as well as configuration control and inventory for workstations, servers and network devices. Perform research on new systems, methods, and capabilities and make recommendations to HPCMP leadership on upgrades to office workstations, mobile devices, WAP, and LAN configurations. Perform HPCMP Webmaster functions, including maintenance of a Program webpage accessible to the public and restricted pages accessible to authorized program participants. Construct program Web pages, including interactive pages for providing and accessing information from authorized program participants. Ensure the security and currency of information on Program webpages by providing secure authentication mechanisms and periodic review of its content.

Perform non-windows system, (e.g., UNIX), administration duties for non-window workstations within the HPCMP.

### 3.7 HPCMP CREATE SOFTWARE DEVELOPMENT SUPPORT

The goal of the DoD HPCMP CREATE Program is to reduce the time, cost and risks of acquiring DoD weapon systems, and improve their performance. The HPCMP will accomplish this goal through the development and deployment of physics-based High Performance Computing (HPC) software applications that enable the DoD acquisition engineering communities (government and industry) to design, develop and analyze computational prototypes of DoD weapon systems. The software applications are designed to run on very large supercomputers with LINUX operating systems. The task of the HITS-R contractor is to support these development and deployment tasks by providing engineering and technical resources to support the government-led teams executing the CREATE Program to accomplish this goal.

All of the HPCMP CREATE development groups are composed of civilian, military, and contractor personnel. In this sense, development of all of the HPCMP CREATE Products is a set of collaborative enterprises. Each group is led by a “Principal Developer” appointed by the HPCMP Associate Director for CREATE who is responsible for all aspects of the development and deployment process. All of the Principal Developers are Government (civilian or IPA) personnel who are responsible for working with the respective CREATE Project Management Team to define the vision for the respective products (or service in the cases of Quality Assurance Groups, such as are part of the
Air Vehicle component of the program) subject to prioritized high-level requirements of the Armed Service Stakeholders (Army, Navy and Air Force) represented by the respective Boards of Directors.

The Principal Developer is responsible for developing the detailed requirements derived from the Service stakeholders and the work packages needed to realize the vision for the products (and services) subject to the set of standard annual development cycle milestones defined in the HPCMP CREATE Software Engineering Documents. The Principal Developers are senior engineers and scientists who are nationally (and internationally) recognized in their respective fields for their expertise in both the relevant subject matter(s) and computational engineering and science. They are responsible for working with their respective CREATE Project Managers and host organization to build, lead, manage, and maintain their respective development groups. They teach, mentor, direct, and personally contribute to the development of their respective product/service. The Principal Developers provide the technical, software engineering and software program management leadership and oversight essential for the success of the development and deployment of the complex CREATE physics-based high performance computing engineering software applications. The respective teams are composed of DoD civilian and military employees and a variety of support service contractor subject matter experts. Some of these subject matter experts will be provided to the CREATE development teams through the HITS-R Contract.

The DoD CREATE Program currently consists of 11 software applications for the design and analysis of military ships, air vehicles, ground vehicles, and radio frequency antennas; and the construction of numerical representations of those systems. It is likely that the development of additional applications will occur during the life of the contract.

3.7.1 The contractor shall provide engineering and technical resources to support the teams developing and deploying at least three current types of applications:

- Concept Development: the construction of computational prototypes of weapon systems and rapid analysis of the performance of those prototypes using relatively simple techniques and methods. An example is the DaVinci concept development tool that enables an aeronautical engineer to assemble a computational prototype of an air vehicle from a set of pre-assembled parts, meld the parts smoothly into a finished air vehicle, and rapidly analyze the performance of the computational prototype.
- Capstone: software application which provides tools for the concept design application (e.g. DaVinci) to construct a NURBS-based numerical representation of the platform geometry with all the necessary functional attributes of the platform needed for further analysis. Capstone also can be used to build the mesh (numerical grid) that is the starting point for detailed analysis and prediction of the performance of the platform.
- High-fidelity Software Applications: applications that solve physics equations that govern the performance of the weapons with sufficient accuracy that they can accurately predict the performance of the weapon system.
- Other software products with a similar scope may be required by the DoD customers, and the contractor will be expected to provide subject matter experts to support the teams developing and deploying those new products.

3.7.2 The contractor shall provide support for the government-led multi-disciplinary teams with subject matter experts with the expertise and experience in computational science and engineering, software engineering and software project management required to develop and deploy this type of physics-based high performance computing software. The relevant technical scientific and engineering subject domains include:

a. Computational fluid dynamics, computational structural dynamics and mechanics, computational electromagnetics, computational naval architecture, computational chemistry, hydrodynamics, aerodynamics for fixed-wing and rotary-wing aerospace systems, material properties, etc.;
b. Control theory and applications, etc.;
c. Computational mathematics and numerical algorithms, computer and computational science, scientific programming—all for high performance computing systems, etc.;
d. Verification and validation, uncertainty quantification, etc.;
e. Software engineering and software project management, software development operational practices (compiling, building, debugging, documentation, etc.);
f. User support, code documentation, code librarian, user training, software quality acceptance, etc.;
g. Design optimization, conceptual design, trade-space analysis, parametric design, computer aid design methods and practices, geometry and mesh generation, etc.;
h. Working knowledge of computer security concepts, methods, analysis techniques, and issues; working knowledge of web development tools and methods (OpenGL, etc.) and
i. Working knowledge of UNIX/LINUX operating systems, ability to write and debug software with the common high performance computing computer languages for computational science (Fortran, C, C++, Python, JavaScript, etc.), knowledge and experience in parallel programming (OpenMP, MPI, CUDA, OpenCL, etc.) and experience debugging and building large-scale parallel codes for high performance computers.

3.7.3 All HPCMP CREATE Products are subject to the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App 2401 et seq. Further, the Government (viz., HPCMP Office) shall have unlimited rights to all software products and materials developed under the HPCMP CREATE Projects, including rights to distribute. Contracts used to populate any one of the development groups (or portions thereof), including the HITS-R Contract may not supersede, or otherwise diminish, the Government’s unlimited rights to the software and materials developed as part of the projects [i.e., must be in compliance with, but not limited to, DFARS 252.227-7013, 252.227-7014, 252.227-7025, 252.227-7039; and either DFARS 252.227-7038 (where contractor is a large business) or FAR 52.227-11 (where contractor is a small business or non-profit institution)]. Third Party software contemplated for use in developing products of the HPCMP CREATE Projects may not be incorporated into the respective product codes without prior written approval of their respective HPCMP CREATE Project Manager.

3.8 GOVERNMENT PROPERTY (GP)

Government Property (GP) will be provided to the Contractor it will be addressed and justified at the Base and Task Order level and these items will be listed in each individual task order RFP. The Contractor shall have a system of internal controls to manage (control, use, preserve, protect, repair and maintain) Government property in its possession in accordance with FAR Clause 52.245-1, 52.245-9, Defense Federal Acquisition Regulation Supplement (DFARS) 252.211-7003, 252.211-7007, 252.242-7005, 252.245-7001, 7002, 7003, 7004 and sound business practice to control, protect, preserve and maintain all Government property specified in the contract.

3.8.1 The contractor shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the outcomes outlined in FAR 52.245-1(f). Failure to maintain an acceptable property management system, as defined in DFARS 252.245-7003, may result in disapproval of the system by the Contracting Officer and/or withholding of payments.

3.8.2 The Contractor shall provide for the maintenance and repair of all GP in their possession unless otherwise specified in the contract.

3.8.3 The Contractor shall maintain a purchasing and distribution system at the Administrative Office to provide the GP/ Contractor Acquired Property (CAP) to other sites and associated areas.

3.8.4 The Contractor shall designate a Property Manager who shall, in conjunction with designated Government representatives, be required to maintain up-to-date Government property records and inventory of property for all GP/CAP. The Contractor Property Manager shall maintain accounting documentation regarding the issuance of GP/CAP to all Contractor employees or subcontractors in accordance with FAR 52.245-1, 52.245-9, DFARS 252.211-7003, 252.211-7007, 252.242-7005, 252.245-7001, 7002, 7003, 7004, and the contractor’s Property Management System. The Contractor Property Manager shall coordinate with other program contractor property personnel, and designated Government representatives, as applicable, regarding the management and accounting of GP. The Property Manager who shall, in conjunction with designated Government representatives, be required to maintain up-to-date Government property records and inventory of property for all GP and CAP. The Contractor’s Property Manager shall maintain accounting documentation regarding the issuance of GP/CAP to all Contractor employees or subcontractors in accordance with FAR Clause 52.245-1 and 52.245-9. The Contractor’s
Property Manager shall coordinate with other Contractor property personnel, and designated Government representatives, as applicable, regarding the management and accounting of GP/CAP. The Contractor’s Property Manager shall at a minimum be a Certified Professional Property Administrator (CPPA); however, a Certified Professional Property Manager (CPPM) is preferred.

3.8.5 The Contractor shall provide property accounting and material management services to include providing accounting for and controlling personal property (contractor owned property); providing inspection and inventory support; providing special program management for, and maintenance and repair for GP.

3.8.6 The Contractor shall maintain up-to-date Government property records for all GP. All maintenance parts are accountable on the property listing. The Contractor shall maintain a receipt and issue listing, in accordance with FAR Clause 52.245-1 and approval from the Contracting Officer.

3.8.7 The Contractor shall process lateral transfers and change document lateral transfers as directed and approved by the PCO and/or Government Property Administrator (GPA) by the use of an SF 30 (Amendment of Solicitation/Modification of Contract).

3.8.8 The Contractor shall process turn-ins of GP/CAP, to include any excess during the life of this contract through the use of the Plant Clearance Automated Reutilization Screening System (PCARSS) IAW DFARS 252.245-7004. In addition the Contractor shall also report any loss of Government Property through Defense Contract Management Agency (DCMA) E-Tools IAW DFARS 252.211-7002.

3.8.9 The Contractor shall conduct inventories/inspections of GP/CAP as directed by the COR and GPA. The Contractor shall conduct inventories/inspections IAW FAR Clause 52.245-1.

3.8.10 The Contractor shall perform annual and periodic inventories in accordance with FAR Clause 52.245-1, and the Contractor’s Property Management Plan. The Contractor shall post current inventory data to the master property database. Inventory results will be prepared per FAR Clause 52.245-1. The Contractor shall adjust data elements provided as directed by the COR/GPA.

3.8.11 The Contractor shall prepare all reports and necessary documents on contract closeout IAW FAR Clause 52.245-1.

3.8.12 If property will be procured under this contract and said procurement is reimbursed to the contractor these items will become Government Property upon delivery or reimbursement to the Contractor whichever occurs first and what is outlined under 3.8.1 through 3.8.11 applies with the addition of 3.8.12.1 and 3.8.12.2 below.

3.8.12.1 The Contractor shall process expendable/durable and non-expendable property item requisitions as needed. The Contractor shall review and verify that the requisitions are completed with required information. The Contractor shall have the COR and the designated representatives sign all property requisitions. The Contractor shall establish a hard-copy supporting document file for each document register entry. The Contractor shall process the requisition in accordance with their established Property Management System.

3.8.12.2 The Contractor shall process receipts of complete and partial shipments, and prepare material receiving reports to be provided to the Property Manager and forwarded to the GPA and the COR.

3.8.13 The Government Property Administrator and Plant Clearance Officer is:
Monty A. Spicer
Monty.Spicer@usace.army.mil
256-895-1211

3.9 SOFTWARE MADE AVAILABLE FOR CONTRACTOR’S USE.
The Government, from time to time, may make certain software acquired under license available to the Contractor solely for its use in the performance of this task order. The Contractor recognizes and acknowledges that such software or data contained therein may be proprietary and confidential to a third party. The U. S. Government will maintain full data rights IAW FAR 52.227-14, Rights in Data-General (i.e. the Government will have exclusive rights over any software developed and data produced under this effort).

3.9.1 The Contractor agrees that it and its employees will not copy, disclose, modify, or reverse engineer such software except as permitted by the license and any other terms and conditions under which the software is made available to the Contractor.

3.9.2 The Contractor is not authorized to violate any software licensing agreement, or to cause the Government to violate any licensing agreement. If, at any time during the performance of this task order, the Contractor has reason to believe that its utilization of Government furnished software may involve or result in a violation of the Government’s licensing agreement, the Contractor shall promptly notify the PCO, in writing, of the pertinent facts and circumstances. Pending direction from the PCO, the Contractor shall continue to perform to the full extent possible without utilizing the software in question.

3.10 SAFETY AND OCCUPATIONAL HEALTH.

All federal, state, and local (including host nation laws), e.g., the Occupational Safety and Health Administration (OSHA) requirements (29 CFR 1910 and 1926) will be followed, the most stringent requirements will govern. Any activities other than office type, generally sedentary activities must be notified to the PCO and CEHNC Safety Office prior to work commencing.

4.0 PERIOD OF PERFORMANCE

The base Indefinite Delivery Indefinite Quantity (IDIQ) Contract will consist of a (5) five year ordering period. Task Orders will be issued during the five year ordering period and will specify a period of performance for the task.

5.0 PLACE OF PERFORMANCE

The place of performance of this contract is:
- The DoD High Performance Computing Modernization Program Office10501 Furnace Road Suite 101, Lorton, VA 22079
- The DREN Networking Operations Center, Aberdeen Proving Ground, Aberdeen, MD
- Space and Naval Warfare Systems Center Atlantic – St Juliens Creek, Portsmouth, VA.
- Space and Naval Warfare Systems Center Pacific – San Diego, CA

Any/or all of the above locations are subject to change. The contractor will be required to provide support for these requirements regardless of location. Tasks may be performed at any of the facilities within the HPCMP footprint, such as shown below:

- Army Research Laboratory (ARL) DSRC: Adelphi, MD
- Air Force Research Laboratory (AFRL) DSRC: Wright-Patterson, OH
- Navy Oceanographic (NAVO) DSRC: Stennis Center, MS
- Engineer Research and Development Center (ERDC): Vicksburg, MS
- Maui High Performance Computing Center (MHPCC) DSRC: Maui, Hawaii

5.1 ALTERNATE PLACE OF PERFORMANCE
Alternate work site may also include the contractor’s facility or another location as determined and approved by the COR. Onsite spaces may be revoked at any time per government requirements. Contractor Personnel shall report to the primary place of work or other location as determined by the COR as mutually agreed to by the COR and the contractor PM.

6.0 TRAVEL

The contractor may be required to travel various locations within the Continental United States (CONUS) and Hawaii and Alaska to perform the tasks outlined in this PWS. All travel requirements (including plans, agenda, itinerary, or dates) shall be pre-approved by the government (subject to local policy procedures), and actuals will be reimbursable. Travel shall be billed in accordance with the regulatory implementation of Public Law 99-234 and FAR 31.205-46 Travel Costs (subject to local policy and procedures; may reference FAR).

Travel for this effort is task order dependent. Any travel within a 50 miles radius of primary reporting place shall not be considered TDY. The task order-level PWS will contain the location of the work site(s) to allow the contractor to project and schedule travel. The contractor shall project and schedule travel as part of the task order. Government directed travel that is un-projected or un-scheduled will be handled as a task order modification.

7.0 LABOR

The Contractor shall identify the labor categories and hours necessary to complete each task.

8.0 ORDERING

8.1 Requirements for this SATOC IDIQ contract originate from numerous sources and can vary in scope and occurrence. The PCO shall notify the Contractor of a proposed project and formally issue a Request for Proposal (RFP). The RFP will include a SOW identifying the specific tasks to be performed and the deliverables 5 working days after the RFP issuance, unless otherwise negotiated, the Contractor shall provide a technical solution with a firm fixed price proposal to the PCO.

8.2 Task Orders (TO): The PCO shall issue a TO, which incorporates the negotiated proposal, any applicable documents (i.e. sketches/drawings), and the final scope of work. The Contractor shall formally accept the TO by signing it and returning it to the PCO. All TO’s will be Cost Plus Fixed Fee and/or Firm Fixed Price.

8.3 Upon issuance and acceptance of the TO, the contractor shall arrange with the appropriate COR or Government POC to schedule the work.

9.0 GENERAL PERFORMANCE REQUIREMENTS:

9.1 NORMAL OPERATING HOURS

The Corp of Engineering (COE) core business hours are Monday-Friday 0600 to 1800 (6:00 am – 6:00 pm). The specific time block represents the numerous customers serviced by COE. These hours are provided to assist the Contractor in determining work schedule. Normal operating hours for each requirement’s physical location will be confirmed with the assigned COR once the TO is issued. Contractor shall remain onsite during normal business hours.
9.2 HOURS OUTSIDE OF NORMAL OPERATING HOURS

Tasks may require work to be accomplished outside of normal operating hours. There is a requirement for Network Operations where individuals will be on call after duty hours in case of network outages. The Contractor must coordinate to minimize service impacts on HPCMP customers. The Contractor shall coordinate with the COR to ensure site accessibility and work may not be scheduled for the weekend without the COR’s official concurrence.

9.3 OVERTIME

Contractor tasks are generally performed during normal operating hours. The Contractor shall project overtime necessary to accomplish the work as a part of its task-order level proposal for each task order as necessary. Additional (unscheduled) overtime that arises outside of the amount initially included in the initial task order award will be handled as a task order modification and shall not be performed until the task order is modified.

9.4 TELEWORKING

Teleworking may be authorized for certain projects. COR concurrence must be approved before telework is authorized and telework must be in accordance with HPCMP policies.

9.5 RECOGNIZED HOLIDAYS

The Contractor is not required to perform services on the holidays listed below:

- New Year’s Day
- King Jr.’s Birthday
- President’s Day
- Memorial Day
- Independence Day
- Labor Day
- Martin Luther Day
- Columbus Day
- Veteran’s Day
- Thanksgiving Day
- Christmas Day

9.6 INSUFFICIENT DELIVERABLES

The Contractor shall re-perform or resubmit, at no additional cost to the government, any activity, software product or deliverable that is determined to be insufficient to meet the requirements.

9.7 DRESS CODE

The Contractor shall adhere to published guidelines regarding appropriate dress, using proper phone etiquette, and showing respect to others in the workplace while on site and while communicating with stakeholders.

9.8 WORK PRODUCT

The Contractor shall ensure that the work products are professional in nature without typographical and grammatical errors. They shall also ensure that documents are formatted according to USACE standards and best business practices.
9.9 RESPONSIVENESS

Contractor PM shall be accessible and responsive to requests, emails, phone calls, and other communications within one business day of communication.

10.0 SECURITY AND PRIVACY

10.1 ANTITERRORISM (AT) LEVEL I TRAINING.

All contractor employees, including subcontractor employees, requiring access to Army installation, facilities, or controlled access areas shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever applies. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee to the COR within 10 calendar days after completion of training by all employees and subcontractor personnel. AT Level I training is available at https://atlevel1.dtic.mil/at.

10.2 ACCESS AND GENERAL PROTECTION/SECURITY POLICY AND PROCEDURES.

The contractor and all associated subcontractor’s employees shall comply with applicable installation, access and local security policies and procedures. The local Security Office will provide policies and procedures. The contractor workforce must comply with all personal identity verification requirements as directed by DoD, HQDA and local policies. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

10.3 IWATCH TRAINING.

The contractor and all associated subcontractors shall brief all employees on the USACE iWATCH program. This locally developed training will be used to inform employees of the type of behavior to watch for and instruct employees to report suspicious activity to the COR. The training shall be completed within 30 calendar days of contract award and within 30 days of new employees commencing performance on the contract. The contractor shall provide certification of completion to the COR within 10 days of training completion. The Security Office will provide training documents.

10.4 ACCESS TO GOVERNMENT INFORMATION SYSTEMS

All contractor employees with access to a government information system must successfully complete the DoD Information Assurance Awareness training prior to access to the information system and then annually thereafter.

10.5 Operations Security (OPSEC) Standing Operating Procedure/Plan

The contractor and all associated subcontractor employees shall comply with applicable installation OPSEC plan and requirements to include initial OPSEC briefing within 30 days of reporting to duty and annual training.

10.6 OPERATIONS SECURITY (OPSEC) TRAINING

All new contractor employees will complete Level I OPSEC training within 30 calendar days of their reporting for duty. Additionally, all contractor employees must complete annual OPSEC awareness training.
10.7 INFORMATION ASSURANCE (IA)/INFORMATION TECHNOLOGY (IT) TRAINING

All contractor employees and associated subcontractors’ employees must complete the DoD IA awareness training before issuance of network access and annually thereafter. All contractor employees working IA/IT functions must comply with DoD and Army training requirements in DoD 8570.01, DoD 8570.01-M and AR 25-2 within 6 months of employment.

10.8 INFORMATION ASSURANCE (IA)/INFORMATION TECHNOLOGY (IT) TRAINING CERTIFICATION

All contractor employees supporting IA/IT functions shall be appropriately certified upon contract IAW DoD 8570.01-M, DFARS 252.239-7001 and AR 25-2. The baseline certification as stipulated in DoD 8570.01-M must be completed upon contract award and prior to engagement of new contractors throughout the period of performance of the contract.

10.9 HANDLING/ACCESS TO CLASSIFIED INFORMATION.

The contractor shall comply with the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M), any revisions to DOD 5220.22-M and Army Regulation 380.49, Industrial Security. The DD254 will be attached with the contract.

10.10 Contract employees will be escorted in areas where they may be exposed to classified and/or sensitive materials and/or sensitive or restricted areas

All contractor employees, including subcontractor employees who are not in possession of the appropriate security clearance, will be escorted in areas where they may be exposed to classified and/or sensitive or restricted areas. The contractor will coordinate with the COR and/or facility security office for access when required.

10.11 CONTRACTOR FACILITY CLEARANCE AND INDIVIDUAL CLEARANCES

The Prime contractor Company must have or be able to obtain a Facility Clearance (FCL) at Top Secret level (IAW the NISPOM DOD 5220.22-M and AR 380.49) in support of this contract. Contractor personnel performing work under this contract must have the required security clearance, per AR 380.67, at the appropriate level at the start of the period of performance. Security Clearances and FCL requirements are required to be maintained for the life of the contract IAW the DD254 attached to the contract. If no FCL, the supporting Government Contracting Activity will sponsor the prime contract company in obtaining the FCL.

10.12 PHYSICAL SECURITY

The contractor shall provide physical security for all material, equipment, data and information handled during contract performance, in accordance with AR 190-13, The Army Physical Security Program, AR 190-51, Security of Unclassified Army Property (Sensitive and Non-sensitive), and command policies, procedures and regulations.

11.0 CONTRACT ADMINISTRATION

The Contractor shall execute the work under the direction of a responsible representative approved by the Government. The company officer or representative shall be designated as the Contractor’s Project Manager and shall be responsible for complete coordination of all work under this contract. All work shall be accomplished with adequate internal controls, quality assurance processes, and review procedures established by the Contractor to
ensure technical accuracy and eliminate conflicts, errors, and omissions. The Government may elect to provide third party technical inspection.

11.1 CONTRACTING OFFICER REPRESENTATIVE (COR)

The COR will be identified by a separate letter. The COR monitors all technical aspects of the task order and assists in task order administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the task order; perform inspections and acceptance necessary in connection with task order performance for invoicing and reporting; maintain written and oral communications with the Contractor concerning technical aspects of the task order; issue written interpretations of technical requirements, including Government drawings, designs, specifications; monitor Contractor's performance and notify both the PCO and Contractor of any deficiencies; coordinate availability of government furnished property; and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

11.2 QUALITY CONTROL PLAN

The Contractor shall develop, maintain and execute an approved quality control plan (QCP). This quality control plan shall define processes to monitor Contractor performance at applicable PWS locations and ensure compliance with the requirements of this task order and applicable regulatory guidance. The Contractor’s QCP shall delineate procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor shall electronically submit a comprehensive, written QCP to the COR within 30 days of task order award. The QCP shall be reviewed by the Government before acceptance. After review of the quality control plan, the PCO will provide the Contractor with written acceptance or rejection of the QCP along with any proposed changes.

11.3 QUALITY ASSURANCE

The government will evaluate the Contractor’s performance under this task order in accordance with the Quality Assurance Surveillance Plan (QASP). This plan is primarily focused on what the Government must do to ensure the Contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

11.4 CONTRACTOR MANPOWER REPORTING

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the Contractor will report ALL Contractor manpower (including sub-contractor manpower) required for performance of this contract. The Contractor is required to completely fill in all the information in the format using the following web address: https://cmra.army.mil. The required information includes: (1) Contract Number; (2) Delivery Order Number (If applicable); (3) Task Order Number (If applicable); (4) Requiring Activity Unit Identification Code (UIC); (5) Command; (6) Contractor Contact Information; (7) Federal Service Code (FSC); (8) Direct Labor Hours; (9) Direct Labor Dollars; and, (10) Location. In the event the Contracting Officer's Representative (COR)/Contracting Officer's Technical Representative (COTR) has not entered their data requirements first, the Contractor must also enter the COR/COTR required data with the exception of fund cite, obligations, and disbursement data.

11.6 GOVERNMENT FURNISHED EQUIPMENT

The government shall provide standard office furnishings for contractors assigned to government facilities including a cubical/workspace, desk phone, government laptop, monitor, and network access.
11.7 INVOICING AND PAYMENTS:

11.7.1 Payment Schedule:

11.7.2 The Contractor shall provide invoices in accordance with FAR 32.905(b). Electronic invoice submissions must be created in black and white and in Adobe’s Portable Document Format (PDF) and comply with the requirements specified within this contract.

11.7.3 The invoices shall include hours and rates incurred by individual skills and a summary page of all skills. Invoices shall also include any travel, ODC, training or additional costs incurred and previously approved by the PCO or Contracting Officer’s Representative. A contractor employee with authority to bind the company contractually shall certify all invoices.

11.7.4 The amount invoiced shall include labor charges for actual hours worked and other direct costs (ODCs) which may be authorized by this contract (e.g., travel). For ODCs, invoiced charges shall not exceed the limit specified in the contract. The Government will pay no charges, which are not specifically identified in the task and approved in advance by the Government. Copies of receipts, travel vouchers, etc., completed in accordance with Government Travel Regulations shall be attached to the invoice to support charges other than personnel hours. Original receipts shall be maintained by the contractor and made available to Government auditors upon request.

11.7.5 The invoice shall be submitted on official company letterhead, complete with a summary page, with detailed costs by CLIN, and Work Request/Project ID for each of the following categories:

- Labor expended for each skill category with names of employees
- Total labor charges
- Itemized Travel and per diem charges (if any)
- Itemized other direct costs (ODCs) (if any)
- Total invoice amount
- Prompt payment discount offered, if applicable
- The invoice shall include the following:
  - Date of the invoice including month, day, year
  - Task Order Number
  - Invoice number
  - Contract number
  - Period of Performance for which services were performed
  - Remittance address for payments

11.7.6 Access to the ITS Portal is granted by Huntsville Center only after an individual has completed a Nondisclosure Agreement and Account Creation Form. Both forms are available from the COR. Contractor must submit completed forms to the COR. Following formal submission if invoices to the ITS Portal, the government will provide the contractor with access to the ITS Portal Invoice Report which will automatically provide the expected payment date as soon as it is available from the payment office. The expected pay date shall be in accordance with FAR 52.232-25, Prompt Payment, such that interest will be paid by the government if proper invoices are not paid by the 30th day after invoice submittal into the ITS Portal.

11.7.7 Contractor shall submit invoices via ITSP Vendor Page: https://partners.usace.army.mil/sites/HNC/itsp/Customer%20Landing%20Pages/Vendor.aspx (PM TO UPDATE PRIOR TO AWARD)

11.7.8 Invoices for final payment must be so identified and submitted when the task has been completed and no further charges are to be billed. Marked with the word FINAL (even if it is a zero amount).

11.7.9 Credit invoices and credit checks (if applicable) will be submitted once per month with a summary sheet detailing where the credits should be applied at the CLIN level to the following address and shall include:
• Date of invoice including month, day, year
• Total amount of credit per CLIN
• Task Order Number
• Invoice number
• Contract number
• Period of Performance for which credits are being applied

11.7.10 Final invoices with respect to a specific contract/delivery order/task order shall be clearly marked “FINAL” and submitted within 45 days after period of performance end date specified in contract. NOTE – In some cases the first invoice may also be the final invoice.

11.7.11 Release of Claims: A Release of Claims shall accompany a final invoice. The Release of Claims shall be signed, include the final Purchase Order/Contract/Task Order amount. The Release of Claims template is attached and is available upon request from the Acquisition PM.

11.7.12 Payment Processing will begin: 1) after the Government accepts delivery of the supplies and/or services being billed, 2) receipt of invoice in accordance with these instructions and 3) a release of claims (with the final invoice).

11.8 NOTE

The acquisition PM is responsible for determining the acceptability of the invoice and annotating the Government’s official “received” date. The received date is used on occasions where interest must be calculated for late payment. Deficient invoice submissions will be rejected.

12.0 DELIVERABLES

12.1 All deliverables are identified in the PWS paragraphs above and further identified in the Table 1 below. Deliverables shall be submitted to the designated COR. Additional copies may be required for delivery to other stakeholders as listed in the delivery schedule below.

12.2 Government Acceptance Period. The COR will have the right to reject or require correction of any deficiencies found in the deliverables that are contrary to the information contained in the Contractor’s accepted proposal. In the event of a rejected deliverable, the Contractor will be notified in writing by the COR of the specific reasons for rejection. The Contractor shall correct the rejected deliverable within agreed upon time frame and return it per delivery instructions.

12.3 Kickoff Meeting: Within 20 days of execution of the contract, the Contractor shall schedule a kickoff meeting to be hosted at the delivery address. The meeting must occur within 30 days of contract execution and must be attended in person.

12.4 The Contractor shall prepare a Task Management Plan (TMP) describing the technical approach, organizational resources, and management controls to be employed to meet the cost, performance, and schedule requirements throughout the PWS execution. The TMP is subject to review and final approval by the government. The TMP should be submitted within one week (5 business days) of contract award. The contractor shall notify the government in any instance when they will be late submitting any deliverable articulated on the Task Management Plan.
12.5 The Contractor shall provide a monthly activity report to the COR and Executive Officer, no later than five (5) working days after the end of the month. At a minimum, the report shall contain a description of all major activities completed during the month, any problems encountered including follow-on mitigation or escalation actions taken, products and services delivered during the month, and a brief synopsis of the projects to be worked in the upcoming month.

**TABLE 1 DELIVERABLES**

<table>
<thead>
<tr>
<th>PWS Reference</th>
<th>Deliverable</th>
<th>Frequency</th>
<th>Description/Timing</th>
<th>Medium/Format</th>
</tr>
</thead>
<tbody>
<tr>
<td>PWS 12.3</td>
<td>Kick Off Meeting</td>
<td>Within 20 days of Contract Award</td>
<td>Initial contract meeting review of contract, expectations, Points of Contact</td>
<td>Face to face pre-scheduled meeting hosted by Government</td>
</tr>
<tr>
<td>PWS 12.4</td>
<td>Task Management Plan</td>
<td>Within 5 days of Performance of each individual task order that is issued</td>
<td>Describes the technical approach, organizational resources, and management controls</td>
<td>Microsoft Word submitted electronically to COR</td>
</tr>
<tr>
<td>PWS 12.5</td>
<td>Activity Report</td>
<td>Monthly</td>
<td>Description of all major activities completed during the month</td>
<td>Microsoft Word submitted electronically to COR</td>
</tr>
<tr>
<td>PWS 11.3</td>
<td>Quality Control Plan</td>
<td>With 30 days after Contract Award</td>
<td>Updated Quarterly</td>
<td>Microsoft Word submitted electronically to COR</td>
</tr>
<tr>
<td>PWS 11.7</td>
<td>Invoices</td>
<td>Monthly</td>
<td>In accordance with Invoicing Instructions</td>
<td>PDF format submitted electronically to identified points of contact</td>
</tr>
<tr>
<td>PWS 3.8</td>
<td>Property Management</td>
<td>Quarterly and as needed</td>
<td>Updated and Submitted Quarterly</td>
<td>IAW DFARS 245.103-71</td>
</tr>
</tbody>
</table>
### Quality Assurance Surveillance Plan

<table>
<thead>
<tr>
<th>PWS Section</th>
<th>Performance Objective</th>
<th>Performance Standard</th>
<th>Acceptable Quality Level (AQL)</th>
<th>Monitoring Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1 General Scope</td>
<td>Overall Effective and Integrative Program Management</td>
<td>Deliverables are timely and accurate, complete, clear, well organized, free of any deficiencies and compliant. Schedules are current and free of any omission</td>
<td>Acceptable quality level is 100%. Any deficiencies identified by client are resolved promptly but always accomplished on or before 1 calendar week.</td>
<td>Government Inspection and Acceptance</td>
</tr>
<tr>
<td>3.2 HPC Centers Support</td>
<td>Effective Oversight Support</td>
<td>Deliverables are compliant with applicable regulations/directives, timely, accurate, complete, clear, well-organized, and in requested format</td>
<td>Acceptable quality level is 100% unless otherwise specified in the deliverables section. Any deficiencies identified by client are resolved promptly but always accomplished on or before 1 calendar week, or as required by directive, regulation, or security guidance.</td>
<td>Government Inspection and Acceptance</td>
</tr>
<tr>
<td>3.3 HPCMP Security</td>
<td>Appropriate security support to ensure HPCMP compliance with all aspects of Government security requirements</td>
<td>Deliverables are compliant with applicable regulations/directives, timely, accurate, complete, clear, well-organized, and in requested format</td>
<td>Acceptable quality level is 100% unless otherwise specified in the deliverables section. Any deficiencies identified by client are resolved promptly but always accomplished on or before 1 calendar week, or as required by directive, regulation, or security guidance.</td>
<td>Government Inspection and Acceptance</td>
</tr>
<tr>
<td>3.4 Network Engineering Support</td>
<td>Adequate engineering and technical resources are provided.</td>
<td>Infrastructure work is delivered timely or installed with reasonable skill, care and diligence; the work is performed in a workmanlike manner; and the work, when completed, will be reasonably fit for its intended use.</td>
<td>Acceptable quality level is 100%. Any deficiencies identified by client are resolved promptly but always accomplished on or before 1 calendar week.</td>
<td>As needed and/or Government inspections and acceptance.</td>
</tr>
<tr>
<td>3.5 Network Operations Support</td>
<td>Adequate Network Operations resources are provided</td>
<td>Deliverables are compliant with applicable regulations/directives, timely, accurate, complete, clear, and well-organized in requested format.</td>
<td>Acceptable quality level is 100% unless otherwise specified in the deliverables section. Any deficiencies identified by client are resolved promptly but always accomplished on or before 1 calendar week, or as required by directive, regulation or security guidance.</td>
<td>As needed and/or Government inspection and acceptance</td>
</tr>
<tr>
<td>3.5 Network Operations Support</td>
<td>Time of Completion of work addressing IAVAs</td>
<td>Infrastructure work is delivered timely or installed with reasonable skill, care and diligence; the work is</td>
<td>No more than 2 instances of quality deviation requiring re-performance or re-installation. No more than 1 project in a</td>
<td>As needed</td>
</tr>
</tbody>
</table>
performed in a workmanlike manner, and the work, when completed, will be reasonably fit for its intended use.

month delivered or completed more than 3 days late.

| 3.6 HPCMP CREATE | Observations, Quality of Deliverables, Customer complaints | Input can be made on Monthly Activity Reports | No more than 1 deliverable late or requires re-performance in the month. | As needed |
| 3.8 Government Property | Property Management, (if property is provided to the Contractor for use on this contract). | FAR Clause 52.245-1 and 52.245-9, DFARS Clauses 252.211-7007, 252.245-7001, 252.245-7002, 252.245-7003, and 252.245-7004. | Pass all 10 outcomes to include the five subsystems of a Property Management System Audit. | 10% Monthly Audits |
| 3.8 Government Property | Sensitive Items Accountability, if applicable | AR 190-11 (Sep 13), AR 710-2, DA Pam 710-2-2, and AR 740-26. | 100% Inventory and accountability of Sensitive Items (weapons and other designated items). | 100% Physical Accountability Daily, Monthly and Quarterly Reporting Requirement |
| 10.6 Security and Privacy | OPSEC Training | IAW with AT OPSEC QASP | See OPSEC QASP | 100% Completed |

QUALITY ASSURANCE SURVEILLANCE ANTITERRORISM/OPERATIONS SECURITY ELEMENT

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<thead>
<tr>
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<tr>
<td>AT Level 1 Training</td>
<td>PWS 10.1</td>
<td>Training report from the prime contractor</td>
<td>One time</td>
<td>COR</td>
<td>90%</td>
<td></td>
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<tr>
<td>Access &amp; General Protection Security Policy &amp; Procedures</td>
<td>PWS 10.2</td>
<td>Contractor Reporting</td>
<td>One Time</td>
<td>COR in coordination with the installation or facility security office</td>
<td>100%</td>
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</tr>
<tr>
<td>IWatch Training</td>
<td>PWS10.3</td>
<td>Training report from contractor</td>
<td>One Time</td>
<td>COR</td>
<td>100%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Access to Government Information Systems</td>
<td>PWS 10.4</td>
<td>Contractor Reporting</td>
<td>Annually</td>
<td>COR</td>
<td>100%</td>
<td></td>
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<tr>
<td>OPSEC Procedures</td>
<td>PWS 10.5</td>
<td>Incident reporting</td>
<td>Once a month</td>
<td>COR in coordination with unit info security officer</td>
<td>100%</td>
<td></td>
<td></td>
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<tr>
<td>OPSEC Training</td>
<td>PWS10.6</td>
<td>Contractor Reporting</td>
<td>One Time</td>
<td>COR</td>
<td>100%</td>
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<tr>
<td>IA/IT Training</td>
<td>PWS 10.7</td>
<td>Contractor Reporting</td>
<td>Annually</td>
<td>COR</td>
<td>100%</td>
<td></td>
<td></td>
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<tr>
<td>PWS 10.8</td>
<td></td>
<td></td>
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<td></td>
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<td>Access to Classified Information</td>
<td>PWS 10.9</td>
<td>Surveillance</td>
<td>Continually</td>
<td>IA/IT Manager</td>
<td>100%</td>
<td></td>
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<td>Escort requirements</td>
<td>PWS 10.10</td>
<td>Security</td>
<td>Always</td>
<td>IA Security</td>
<td>100%</td>
<td></td>
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<tr>
<td>Facility Clearance</td>
<td>PWS 10.11</td>
<td>Security Clearance</td>
<td>Must be able to obtain</td>
<td>Security</td>
<td>As Required</td>
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<tr>
<td>Physical Security</td>
<td>PWS 10.12</td>
<td>Facility Certification</td>
<td>Continually</td>
<td>Security</td>
<td>As Required</td>
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Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

<table>
<thead>
<tr>
<th>CLIN</th>
<th>INSPECT AT</th>
<th>INSPECT BY</th>
<th>ACCEPT AT</th>
<th>ACCEPT BY</th>
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</table>

CLauses Incorporated by Reference

52.246-4 Inspection Of Services--Fixed Price AUG 1996
52.246-5 Inspection Of Services Cost-Reimbursement APR 1984
Section F - Deliveries or Performance

DELCERY INFORMATION

<table>
<thead>
<tr>
<th>CLIN</th>
<th>DELIVERY DATE</th>
<th>QUANTITY</th>
<th>SHIP TO ADDRESS</th>
<th>DODAAC / CAGE</th>
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</table>

CLAUSES INCORPORATED BY REFERENCE

- 52.242-15 Stop-Work Order AUG 1989
- 52.247-34 F.O.B. Destination NOV 1991
Section G - Contract Administration Data

INVOICING AND PAYMENTS

Invoicing
The Contractor shall provide invoices in accordance with FAR 32.905(b). Electronic invoice submissions must be created in black and white and in Adobe’s Portable Document Format (PDF) and comply with the requirements specified within this contract.

The invoices shall include hours and rates incurred by individual skills and a summary page of all skills. Invoices shall also include any travel, ODC, training or additional costs incurred and previously approved by the Contracting Officer or Contracting Officer’s Representative. A contractor employee with authority to bind the company contractually shall certify all invoices.

The amount invoiced shall include labor charges for actual hours worked and other direct costs (ODCs) which may be authorized by this contract (e.g., travel). For ODCs, invoiced charges shall not exceed the limit specified in the contract. The Government will pay no charges, which are not specifically identified in the task and approved in advance by the Government. Copies of receipts, travel vouchers, etc., completed in accordance with Government Travel Regulations shall be attached to the invoice to support charges other than personnel hours. Original receipts shall be maintained by the contractor and made available to Government auditors upon request.

The invoice shall be submitted on official company letterhead, complete with a summary page, with detailed costs by CLIN, and Work Request/Project ID for each of the following categories:

- Labor expended for each skill category with names of employees
- Total labor charges
- Itemized Travel and per diem charges (if any)
- Itemized other direct costs (ODCs) (if any)
- Total invoice amount
- Prompt payment discount offered, if applicable
- The invoice shall include the following:
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Access to the ITS Portal is granted by Huntsville Center only after an individual has completed a Nondisclosure Agreement and Account Creation Form. Both forms are available from the Contracting Officer Representative (COR). Contractor must submit completed forms to the COR. Following formal submission if invoices to the ITS Portal, the government will provide the contractor with access to the ITS Portal Invoice Report which will automatically provide the expected payment date as soon as it is available from the payment office. The expected pay date shall be in accordance with FAR 52.232-25, Prompt Payment, such that interest will be paid by the government if proper invoices are not paid by the 30th day after invoice submittal into the ITS Portal. Contractor shall submit invoices via ITSP Vendor Page:

https://partners.usace.army.mil/sites/HNC/itsp/Customer%20Landing%20Pages/Vendor.aspx  (PM TO UPDATE PRIOR TO AWARD)

Invoices for final payment must be so identified and submitted when the task has been completed and no further charges are to be billed. Marked with the word FINAL (even if it is a zero amount). Credit invoices and credit checks (if applicable) will be submitted once per month with a summary sheet detailing where the credits should be applied at the CLIN level to the following address and shall include:

- Date of invoice including month, day, year
- Total amount of credit per CLIN
- Task Order Number
- Invoice number
- Contract number
- Period of Performance for which credits are being applied

Mailed To:
Final invoices with respect to a specific contract/delivery order/task order shall be clearly marked “**FINAL**” and submitted within 45 days after period of performance end date specified in contract. NOTE – In some cases the first invoice may also be the final invoice.

Release of Claims: A Release of Claims shall accompany a final invoice. The Release of Claims shall be signed, include the final Purchase Order/Contract/Task Order amount. The Release of Claims template is attached and is available upon request from the Acquisition PM.

Payment Processing will begin: 1) after the Government accepts delivery of the supplies and/or services being billed, 2) receipt of invoice in accordance with these instructions and 3) a release of claims (with the final invoice).
Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

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CLAUSES INCORPORATED BY FULL TEXT

52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013)

(a) Invoicing.

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

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

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs. (1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--
(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

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

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

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

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

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

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(F) Facilities capital cost of money factors computation.

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

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

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

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

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

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

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

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

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

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

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.
(B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at http://www.whitehouse.gov/omb/procurement_index_exec_comp/.

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled
subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) Adjusted for prior overpayments or underpayments.

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

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

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

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

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

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and
(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

52.216-8 FIXED FEE (JUN 2011)

(a) The Government shall pay the Contractor for performing this contract the fixed fee specified in the Schedule.

(b) Payment of the fixed fee shall be made as specified in the Schedule; provided that the Contracting Officer withholds a reserve not to exceed 15 percent of the total fixed fee or $100,000, whichever is less, to protect the Government's interest. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of an adequate certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from January 2020 through January 2025.

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

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

(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $2,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of $249,000,000.00;

(2) Any order for a combination of items in excess of $249,000,000.00; or
(3) A series of orders from the same ordering office within during the period of performance of this contract 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 15 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 [insert date].

(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 task orders. 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 at any time prior to task order expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the task orders expire. The preliminary notice does not commit the Government to an extension.

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

(a) The Government may extend the term of task orders by written notice to the Contractor within anytime prior to contract expiration; 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 task order options under this clause, shall not exceed 5 years and 6 months.

(End of clause)

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

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

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

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

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

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

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

(3) For long-term contracts--

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

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

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

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

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor’s current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

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

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

The Contractor represents that it ( ) is, ( ) is not a small business concern under NAICS Code 541512- assigned to contract number .

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

(End of clause)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

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

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

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

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

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

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

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

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

For work performed at each location under this contract and/or task orders the contractor must comply with the most current, applicable, Service Contract Act Wage Determinations, found at the Department of Labor website (www.dol.gov).

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class  Monetary Wage-Fringe Benefits

(End of clause)

52.232-25 PROMPT PAYMENT (JAN 2017)

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

(a) Invoice payments--(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:
(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

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

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

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

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

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

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

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

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

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

(i) Name and address of the Contractor.

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

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and line item number).
(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.
(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

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

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

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

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

(iv) Contractor point of contact.

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

(End of clause)

52.243-7 NOTIFICATION OF CHANGES (JAN 2017)

(a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 1 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--

(i) What line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

d) Government response. The Contracting Officer shall promptly, within 3 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.
Note: The phrases “contract price” and “cost” wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

52.244-2  SUBCONTRACTIONS (OCT 2010)

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

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

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

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

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

(iii) Identification of the proposed subcontractor.

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

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

(vii) A negotiation memorandum reflecting—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:
52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the _____ and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government."

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the _____ and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract no. ______. This may be confirmed by contacting _____.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

252.203-7004 DISPLAY OF HOTLINE POSTERS (OCT 2016)

(a) Definition. “United States,” as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of hotline poster(s).

(1)(i) The Contractor shall display prominently the DoD fraud, waste, and abuse hotline poster prepared by the DoD Office of the Inspector General, in effect at time of contract award, in common work areas within business segments performing work under Department of Defense (DoD) contracts.
(ii) For contracts performed outside the United States, when security concerns can be appropriately demonstrated, the contracting officer may provide the contractor the option to publicize the program to contractor personnel in a manner other than public display of the poster, such as private employee written instructions and briefings.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds and the work is to be performed in the United States, the DHS fraud hotline poster shall be displayed in addition to the DoD hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from—

(i) DHS Office of Inspector General/MAIL STOP 0305, Attn: Office of Investigations – Hotline, 245 Murray Lane SW, Washington, DC 20528-0305; or


(2) If a significant portion of the employee workforce does not speak English, then the poster is to be displayed in the foreign languages that a significant portion of the employees speak.

(3) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the required poster at the website.

(d) Subcontracts. The Contractor shall include this clause, including this paragraph (d), in all subcontracts that exceed $5.5 million except when the subcontract is for the acquisition of a commercial item.

(End of clause)
Section J - List of Documents, Exhibits and Other Attachments

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Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.215-22 Limitations on Pass-Through Charges--Identification of Subcontract Effort OCT 2009
52.223-4 Recovered Material Certification MAY 2008
52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan--Certification AUG 2009
252.203-7005 Representation Relating to Compensation of Former DoD Officials NOV 2011

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2018)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541513 – Computer Facilities Management Services.

(2) The small business size standard is $27.5M.

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

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

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

(X) Paragraph (d) applies.

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

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

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

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

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

(C) The solicitation is for utility services for which rates are set by law or regulation.
(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

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

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

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

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

(xv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
(xvi) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

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

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

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

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

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

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

(C) If the acquisition value is $50,000 or more but is less than $80,317, the provision with its Alternate II applies.

(D) If the acquisition value is $80,317 or more but is less than $100,000, the provision with its Alternate III applies.

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

**X (ii) 52.204-20, Predecessor of Offeror.**

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

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

**X (v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.**
X (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

X (vii) 52.227-6, Royalty Information.

X (A) Basic.

X (B) Alternate I.

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

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

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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)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

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

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

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

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).
Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

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

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

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

   (i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via https://www.sam.gov (see 52.204-7).

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

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

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

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

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

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

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

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

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

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

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541513
(2) The small business size standard is $27.5M.
(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.

(c) Representations. (1) The offeror represents as part of its offer that it [ ___ ] is, [ ___ ] is not a small business concern.  (2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ ___ ] is, [ ___ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

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

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

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

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

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

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

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

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

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

(i) It [ ___ ] is, [ ___ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and
(ii) It [ ___ ] is, [ ___ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ___ --.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Notice.

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

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

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

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

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

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

___ Black American.
___ Hispanic American.
___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
___ Individual/concern, other than one of the preceding.

(End of provision)

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

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

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

(i) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.
(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

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

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

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

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

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

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

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

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

   ___ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.
   ___ (iii) 252.225-7020, Trade Agreements Certificate.
     ___ Use with Alternate I.
   ___ (iv) 252.225-7031, Secondary Arab Boycott of Israel.
   ___ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.
     ___ Use with Alternate I.
     ___ Use with Alternate II.
     ___ Use with Alternate III.
     ___ Use with Alternate IV.
     ___ Use with Alternate V.

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

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<th>FAR/DFARS Clause #</th>
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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 located in the SAM database.

(End of provision)
INSTRUCTIONS TO OFFERORS
Section L – Instructions to Offerors

A. COPIES OF SOLICITATION DOCUMENTS AND AMENDMENTS

Copies of the solicitation are available by INTERNET ACCESS ONLY. All solicitation and amendment documents will be posted to the Federal Business Opportunities (FBO) website at www.fbo.gov. It shall be the contractor’s responsibility to check the website for any amendments. The Offeror shall submit all requested information specified in the solicitation to be eligible for award.

B. PROPOSAL SUBMISSION

The proposal shall be prepared clearly and concisely to demonstrate the Offeror has a complete understanding of the requirements. Offerors shall prepare proposals on the presumption that the Government has no previous knowledge of the Offeror’s capabilities. Proposals will be evaluated only on the information specifically presented in respective submittals, with the exception of the past performance evaluations. See FAR 52.215-1 for rules concerning submission of offers and late proposals. Proposals will be retained by the Government for official record purposes.

C. JOINT VENTURE/MENTOR-Protégé PROPOSAL REQUIREMENTS

When proposing as a joint venture, all members of the joint venture shall sign the proposal cover page unless a written agreement by the joint venture is furnished with the proposal designating one firm with the authority to bind the other member(s) of the joint venture. In addition, a copy of the joint venture agreement shall be submitted with the proposal in Volume II Past Performance. Failure to comply with the foregoing requirements may eliminate the proposal from further consideration. If this is an 8(a), HUBZone, or Service-Disabled Veteran-Owned joint venture, the Offeror should ensure that it complies with the applicable requirements of 13 CFR Part 124, 13 CFR Part 125, and 13 CFR Part 126 respectively.

When proposing as part of a Mentor-Protégé Agreement, include a copy of the agreement and the Small Business Administration approval of the agreement in Volume II.

D. DIRECTIONS FOR SUBMITTING PROPOSALS

The Offeror shall submit its proposal electronically to HITS-R@usace.army.mil. All submissions shall be in Adobe PDF format, with the exception of Volume IV – Cost/Price shall be submitted in Excel format. It is the responsibility of the Offeror to ensure that all files contained therein are readable, complete, and accessible without password.

Offerors may use compressions utility software such as WinZip or PKZip to reduce file size and facilitate transmission.

Title the file(s) in the following format:
W912DY19R0001.Company Name_Volume I
W912DY19R0001.Company Name_Volume II
W912DY19R0001.Company Name_Volume III

Proposals are due 26 February 2019 at 02:00 PM CST

The Government will not be responsible for proposals delivered to any location or to anyone other than those designated to receive proposals on its behalf. Offerors are responsible for allowing sufficient time for the proposal to be received in accordance with the instructions provided.

E. OFFEROR’S QUESTIONS AND COMMENTS
a. Technical inquiries and questions relating to proposal procedures are to be submitted via Bidder Inquiry in ProjNet at http://www.projnet.org/projnet. Answers to all timely questions will be posted on the ProjNet and FBO. To submit and review inquiry items, prospective vendors will need to be a current registered user or will need to self-register into the system. A prospective vendor who submits an inquiry or comment will receive an acknowledgement of its question/comment via email, followed by an answer to their question after it has been processed by our technical team.

The RFP Number is: W912DY-19-R-0001

The Project Name: HITS-R II

The Bidder Inquiry Key is: M43ECZ-JVBNRV

The Bidder Inquiry System will be unavailable for new inquires after 13 February 2019 at 4:00 pm CDT in order to ensure adequate time is allotted to form an appropriate response and amend the solicitation, if necessary. Offerors are requested to review the solicitation in its entirety, review the Bidder Inquiry System for answers to questions prior to submission of a new inquiry. The call center operates weekdays from 8 AM to 5 PM U.S. Central Time Zone (Chicago). The telephone number for the Call Center is 800-428-HELP.

Offers will NOT be publicly opened. Information concerning the status of the evaluation and/or award will NOT be available after receipt of proposals.

b. The contractor shall NOT engage any Government personnel regarding this requirement prior to submission of proposal. Contact regarding the requirements set forth in this solicitation shall only occur with the Contracting Officer. Discussions or information obtained via other sources could make you ineligible for award if deemed a Conflict of Interest or a Violation of Procurement Integrity Act.

F. PROPOSAL FORMAT

1. Organization/Number of Copies/Page Limits

Title Page. Include the title of the solicitation, solicitation number, Offeror name, and date of the submittal.

Table of Contents. Each volume of the proposal shall contain a detailed table of contents. Any materials submitted but not required by this solicitation (such as company brochures) shall be relegated to appendices.

Electronic Matter Submissions. Written material shall be on 8 ½ x 11 size pages in no less than a 10 pitch or 10 font. Page limitations, where specified in the RFP, shall be considered a maximum. Pages in excess of any specified limitation shall not be evaluated.

Number of Electronic Files. Offerors SHALL submit an electronic version (PDF Format) of the original Volume I, Volume II. Offerors SHALL submit only two files in PDF format (i.e. Volume I, Volume II). Offerors shall propose rate and pricing information using the attachment J-4 through J-8.EXCEL spreadsheets. All EXCEL file cells must be visible and all calculations must be visible. Submission of the EXCEL pricing model to the Government shall not be in pdf format. Presentation and page limitations for the proposal shall be as follows:

Table 1: Proposal Organization

<table>
<thead>
<tr>
<th>VOLUME TITLE</th>
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<tr>
<td>Cover Letter</td>
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<td>VOLUME I</td>
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<td>Factor 1: Technical</td>
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<td>Tab 1 - Element A – Technical and Management Approach</td>
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<td>Tab 2 - Element B – Transition/Phase-In</td>
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<td>Tab 3 - Element C – Seed Task Order 1 – IT Telecom Engineering Support</td>
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<td>Tab 4 - Element D – Seed Task Order 2 – Network Engineering Support</td>
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<td>Tab 5 – Technical Personnel Skill Mix (Attachment J-8)</td>
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<td>Tab 6 – Technical Exceptions and Deviations, if required</td>
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**VOLUME II**

**Factor 2: Past Performance Questionnaires**

**VOLUME III**

**Factor 4: Offer**

| Section 1 – Standard Form 33 | No Limit |
| Tab 1 – SF 33 – Solicitation, Offer and Award (Section A) |
| Tab 2 – Completed Section K (Representations and Certifications) |
| Section 2 – Cost/Price and related information |
| Tab 3 – Price spreadsheet for seed task order PWS 1 (Attachment J-4) |
| Tab 4 – Cost spreadsheet for seed task order PWS 2 (Attachment J-5) |
| Tab 5 – Cost Plus Fixed Fee spreadsheet for Base PWS (Attachment J-6) |
| Tab 6 – Firm Fixed Price spreadsheet for Base PWS (Attachment J-7) |
| Tab 7 – Supporting Documents |
| Tab 8 – Financial Capability/Responsibility Information & Cost Pool |
| Tab 9 – Solicitation Requirements Checklist (Attachment J-27) |

**2. Proposal Format**

a. Each volume shall be clearly indexed and logically assembled and include the following:
   - Volume number on proposal cover.
   - Table of contents.
   - List of tables/figures.
   - RFP Number, complete company name, and date shall appear on each page (header or footer).
   - Volume number and page number shall appear in the bottom right corner of each page (along with the proposal revision number for the amended page, if necessary).

b. PDF or compatible files shall use the following page setup parameters:
   - Margins – Top, Bottom, Left, Right - 1”
   - Gutter – 0”
   - From Edge – Header, Footer - 0.5”
   - Page Size, – 8.5” x 11”
   - Page Size spreadsheets, table, charts, etc. may be 11” x 17” but counts as 2 pages per side.

c. The following additional restrictions apply:
   - Each paragraph shall be separated by at least one blank line.
   - Font type: Times New Roman; font size: 12, font size for headers and footers may be increased to 14 or reduced to 10 Font size for spreadsheets, tables, charts, etc. may be reduced to font size 8.
   - The use of hyperlinks in proposals is prohibited.
   - The electronic submittal shall be readable and searchable in either Adobe or Microsoft Word.
   - The electronic Cost/Price submittal shall be in Excel format (.xlsx).

d. Page Limitation – Only pages within the respective page limits as follows will be evaluated:
   - Volume I: Technical – 100 Pages, 50 sheets (double sided) or 100 sheets (single sided).
• Volume II: Past Performance Questionnaires – minimum of 2 – maximum five (5) projects within the past three (3) years using attached past performance questionnaire.
• Volume III: Cost/Price – No limit.

e. The cover letter must include the following information:
• Name, title and telephone number of the company/division point of contact regarding decisions made with respect to your proposal and who can obligate your company contractually.
• Individuals authorized to negotiate with the Government.
• Company/division street address, county and facility code, CAGE code, classified CAGE code, DUNS code, and Tax Identification Number (TIN).

f. Proprietary information shall be clearly marked.

NOTE: The proposal cover, cover letter, Section A of the returned SF33, glossaries or indices, title page; the list of tables/figures, acronyms, separator tabs, cross-reference to the solicitation paragraphs, subcontractor commitment letters (if required), key personnel resumes, questionnaires and supporting past performance documents, and cost or pricing data in support of the cost/price proposal, are excluded from the page limitation count. Pages that exceed the required page limitations will not be evaluated. Additional pages will be removed from back to front of the proposal, and will not be evaluated by the Government.

3. PROPOSAL CONTENT

Proposals must be responsive to and comply with the terms of the solicitation in order to be eligible to receive an award. The Government will reject any proposal determined to be materially non-responsive or that does not conform to the terms of the solicitation. To be eligible to receive an award, proposals submitted in response to this solicitation shall consist of the contents required in the sub-paragraphs described below:

4. VOLUME I – TECHNICAL

This volume will cover your Technical proposal to accomplish the tasks identified in the PWS in Section C. Your proposal must describe the technical capability of your organization to perform this requirement and accomplish the tasks for HPCMP. Your proposal must address the Technical Elements and show the correlation to your firm’s capability to meet the requirements of the PWS.

Submission Requirement

Tab 1, Element A: Technical and Management Approach

The offeror shall demonstrate its capability to provide a sound technical and management approach to meet the requirements of the PWS and satisfy the needs outlined for each specific functional area. The proposal submittal shall consist of the following subsections for this element:

i. Technical Approach: Describe in detail the methods that will be employed to manage the requirement. Include a discussion on how the offeror will assess the technical and contractual requirements of the PWS, and determine the most effective allocation of effort among prime and subcontractors/team members. The offeror shall provide responses which address each of the requirements in the PWS. Detailed responses to each of these requirements shall provide an explanation indicating offeror's ability and proposed methodology to be utilized to meet each requirement. Responses shall not be a restatement of the requirement but shall be comprehensive, well-conceived, and include detailed approaches to accomplishing the tasks and providing the deliverables. The offeror shall include specific responses which demonstrate the capability and proposed methodology to meeting the PWS mandatory requirements of Project Management, HPCMP Centers Support, Security, Network Engineering Support, CREATE Software Development Support and overarching inventory control.
The offeror’s proposal shall also provide a well-defined strategy that demonstrates a complete understanding of the facilities/asset utilization required to successfully accomplish the HPCMP mission.

ii. Organizational Structure and Teaming/Subcontract Arrangements: Fully describe the structure of the proposed organization/team (including major subcontractors/team members) that will be utilized to accomplish the requirements identified in the PWS. Describe how this proposed team fits into the overall corporate structure and the reporting and review relationship with corporate management. Delineate responsibilities (of the prime and subcontractors), management of key subcontractors, lines of authority, and spans of control, as well as how the offeror will control the flow of information and communications among team members, customers, the COR, and the Contracting Officer. For key subcontractors (defined as any subcontractor or teaming partner that will be performing more than 20% of the work), provide a detailed description of all teaming/subcontracting arrangements. Identified key subcontractors must complete the Letter of Commitment. Letters of Commitment do not count against the page limitation for this section. Also, describe how the key subcontractors will be managed and how risk will be mitigated to ensure successful performance of the PWS requirements. The discussion shall include the processes that will be employed to maintain privacy of contract restrictions while, at the same time, efficiently conveying Government technical requirements to team members/subcontractors, implementing changes in technical direction, monitoring/measuring their performance, and ensuring that all task objectives are achieved. Discuss any unique organizational business practices or management of subcontractors that will be implemented to facilitate the successful execution of the HPCMP program.

iii. Key Personnel: Identify the prime offeror and major subcontractor/team key personnel as described in the PWS, Section 2.9. For this submittal, the offeror shall provide the following information for key personnel:

- Discuss the qualifications of the overall Program Manager, specifically addressing his/her experience in managing programs similar to HPCMP in terms of technical and contractual complexity and magnitude. The discussion shall include the following information: Describe their qualifications (education and experience) as it relates to the functional area requirements of the PWS and demonstrate how these qualifications meet or exceed the applicable minimum qualifications established in PWS Section 2.9.

- Discuss the qualifications of the Alternate Program Manager, specifically addressing his/her experience in managing programs similar to HPCMP in terms of technical and contractual complexity and magnitude. The discussion shall include the following information: Describe their qualifications (education and experience) as it relates to the functional area requirements of the PWS and demonstrate how these qualifications meet or exceed the applicable minimum qualifications established in PWS Section 2.9.

Tab 2, Element B: Transition/Phase-in

The transition/phase in submittal shall address the offeror’s approach to ramping up the program; hiring or assigning personnel to fully staff the program shall be presented. The plan should address the Offeror’s approach to ensure a seamless transition with outgoing contractors on task order efforts requiring continued support under this acquisition. This transition plan shall include transition period length and key activities. A transition period is intended to provide an orderly transfer of support responsibilities from the incumbent contractor to the contractor selected for this effort.

All aspects of the transition planning phase should be addressed to include, but not limited to:

- How incoming contractor will be organized structurally during the transition period.
- What personnel specialties will be required during the transition period.
- What the incoming contractor identifies as their critical learning and action processes.
- Equipment, documentation, records and information technology systems the incoming contractor will need to coordinate with the incumbent during the transition period.
- Physical infrastructure.
- How the incoming contractor intends to comply with HPCMPO entrance/exit and information technology
security procedures during the transition period.

- Schedule for transition and integration.
- Upon end of transition period, utilize a workforce capable of immediately accomplishing the mission requirements of HITS-R PWS/task order(s).

Tab 3, Element C: Seed Task Order 1 – IT Telecom Engineering Support – Firm Fixed Price (Attachment J-1)

The Offeror must demonstrate its technical capability to perform the requirements IAW Seed Task Order PWS – IT Telecom Engineering Support. The Offeror must demonstrate clearly that it can perform all requirements under the seed task order. The offeror’s proposal should include a sound plan to provide engineering and technical resources to perform LAN engineering and integration, workstation configuration and fielding, LAN and workstation security and installation of hardware systems and equipment to DOD HPCMP to achieve mission objectives. The rates established in the FFP Ceiling Burdened Hourly Rate tables should be used to develop the price of the this task order.

Tab 4, Element D: Seed Task Order 2 – Network Engineering Support – Cost (Attachment J-2)

The Offeror must demonstrate its technical capability to perform the requirements IAW Seed Task Order PWS – Network Engineering Support. The Offeror must demonstrate clearly that it can perform all requirements under this seed task order. The offeror’s proposal should include a sound plan to provide engineering and technical resources to perform system and equipment design analysis and studies, development and verification of design, product, interface, specifications, technical papers and studies, master test plans and integration, preparation of briefing data, and installation of hardware systems and equipment to support the Defense Research and Engineering Network (DREN) mission objectives. The rates established in the CPFF Hourly Rate tables should be used to develop the cost of this task order.

Tab 5, Technical Skill Mix (Attachment J-8)

The Offeror must demonstrate each labor category and associated hours shall be proposed in Attachment J-8 (e.g. Computer and Research Scientist, Network Specialist).

Tab 6, Technical Exceptions and Deviations, if required

The Offeror must state in their proposal any exceptions taken to the terms and conditions of the solicitation. All exceptions must be cited in a separate section of the offerors response clearly marked “EXCEPTIONS TAKEN”. For each exception, the offeror shall identify the term or condition, state the reason for the exception, and provide any other information concerning the exception.

The Offeror shall identify and explain any exceptions and/or deviations from the requirements of the solicitation or conditional assumptions made with respect to the technical requirements of the solicitation in the technical proposal. Any explanation of exceptions and/or deviations taken must contain sufficient information and justification to permit evaluation. All benefits to the Government shall be explained for each exception taken. Such exceptions will not, of themselves, automatically cause a proposal to be deemed unacceptable; however, a large number of exceptions, or one or more significant exceptions that do not provide benefit to the Government, could result in the proposal being determined unacceptable.

5. VOLUME II - PAST PERFORMANCE QUESTIONAIRES (PPQ)

The Past Performance Questionnaire (PPQ) (Attachment J-3) included in the solicitation is provided for the offeror or its team members to submit to the client for each project the offeror includes in its proposal for relevant and recent projects. Relevant is defined as performance for the same or similar services, duration of work and conditions of performance required by this solicitation (size, complexity and scope). Recent is considered within the past three years. Ensure correct phone numbers and email addresses are provided for the client point of contact. Completed Past Performance Questionnaires should be submitted with your proposal. If the offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the offeror should complete and submit
with the proposal the first page of the PPQ (Attachment), which will provide contract and client information for the respective project(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government’s point of contact, via email to Leo.R.Ludovici@usace.army.mil and Tezra.J.Hamilton@usace.army.mil prior to proposal closing date. Offerors shall not incorporate by reference into their proposal PPQs previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.

Also include performance recognition documents received within the last (insert the number of years) such as awards, award fee determinations, customer letters of commendation, and any other forms of performance recognition.

In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS), including Contractor Performance Assessment Reporting System (CPARS), using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the offeror’s proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the offeror.

While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror.”

6. **VOLUME III - OFFER**

The offeror shall include the following:

Section I:

1. Section I, Tab 1 – SF 33 – Provide the completed SF 33
2. Section I, Tab 2 – Representations and Certifications (Section K) – Provide the completed Section K, or a copy of your ORCA record.

Section II – Cost/Price Information:

1. Section II, Tab 3 - Price information relating to seed task order 1 – IT Telecom Engineering Support. Offerors shall submit price information with supporting documentation in accordance with seed task order 1 price spreadsheet (Attachment J-4). Offeror’s shall provide a crosswalk of labor categories and narrative description of the related qualifications, duties, and responsibilities. A complete list of the narrative descriptions for the labor categories/job classifications proposed may be included as a separate attachment to the cost proposal.
2. Section II, Tab 4 - Cost information relating to seed task order 2 – Engineering Network Support. Offerors shall submit cost information with supporting documentation in accordance with seed task order 2 price spreadsheet (Attachment J-5).
3. Section II, Tab 5 and Tab 6 – CPFF and FFP Supplies or Services and Cost/Price Schedule - The Offeror shall completely fill out all tables in Attachment J-6 and Attachment J-7 - Rate Tables. The rates that the Offeror proposes shall show the base rate and all mark ups (including percentages) to come to the burdened labor rates (including profit) for Firm-Fixed Price (FFP) and unburdened direct base labor rates for Cost Plus Fixed Fee (CPFF) for the base period and the escalation factor(s) for the duration of the period of performance (FFP and CPFF). Escalation factors for the labor rates in the period of performance will only be applied to the direct base labor rates not to the entire loaded rate, thus each markup must be clearly identified and shown how it is applied to the base rate to obtain the loaded rate.

The Offeror shall complete the “FFP Ceiling Burdened Hourly Rates” tables, the "CPFF Unburdened
Hourly Rates” tables and the “Indirect Rates” table in Attachment J-6 and Attachment J-7 - Rate Tables. Required supporting documentation shall be provided with the Offeror’s proposal. Information for completing the tables and identification of required supporting documentation is provided below:

**FFP Ceiling Burdened Hourly Rates (with profit) tables** - For FFP efforts, Offerors shall propose burdened labor rates (including profit) for all labor categories provided in the “FFP Ceiling Burdened Hourly Rates” tables in Exhibit D. Rates shall include application of all indirect rates. The labor rates proposed for the Offeror's personnel are the maximum allowable rates for task orders issued during the ordering period of any contract awarded as a result of this solicitation. However, labor rates for the Offeror’s proposed personnel may be less per individual task order but may not exceed the maximum rates included in the basic ID/IQ contract award. The Offeror must propose a rate for each and every labor category listed in the table regardless of whether the Offeror employs personnel in every required category or intends to rely on team members/subcontractors for the particular labor categories. Offeror shall not propose additional labor categories (if additional labor categories are required on a project, they will be incorporated into the basic contract and the specific task order when required). The Offeror shall provide and discuss the basis for the proposed direct labor rates, such as whether the rates are current/actual (with the effective date), Forward Pricing Rate Agreement (FPRA) or Submission (FPRS), Bureau of Labor Statistics (BLS) or commercial consulting firm wage/salary survey (for example: Economist Intelligence Unit), or Offeror estimate. Recent (within the last twelve (12) months) DCAA audits may serve as support documentation for the proposed direct labor rates. If weighted labor rates are used, provide the weighting factors. The Offeror shall provide the rate build up calculations in Microsoft Office Excel 2007 format showing application of all indirect rates required to obtain the fully burdened rate (including profit). The Offeror shall clearly describe how it arrived at the burdened rate and not leave the cost evaluators guessing as to how the rate was calculated.

**CPFF Hourly Rates tables** - For CPFF efforts, Offerors shall propose base labor rates for all labor categories provided in the “CPFF Hourly Rates” tables in Attachment J-6. The rates that the Offeror proposes shall show the base rate and shall include application of all indirect rates (including percentages) to come to the burdened labor rates (excluding profit). The Offeror must propose a rate or each and every labor category listed in the table regardless of whether the Offeror employs personnel in every required category or intends to rely on team members/subcontractors for the particular labor categories. Offerors shall not propose additional labor categories (if additional labor categories are required on a project, they will be incorporated into the basic contract and the specific task order when required). The Offeror shall provide and discuss the basis for the proposed direct labor rates, such as whether the rates are current/actual (with the effective date), Forward Pricing Rate Agreement (FPRA) or Submission (FPRS), Bureau of Labor Statistics (BLS) or commercial consulting firm wage/salary survey (for example: Economist Intelligence Unit), or Offeror estimate. Recent (within the last twelve (12) months) DCAA audits may serve as support documentation for the proposed direct labor rates. If weighted labor rates are used, provide the weighting factors.

**Subcontracts**. The Prime Offeror shall use Attachment J-6 and J-7 for its subcontractors, reference FAR clauses 52.215-22 and 52.215-23. A major subcontractor is defined as a subcontractor performing 20%, or more, of the overall labor hours proposed. The offeror’s cost volume will identify the basis of adequate price competition and the basis for establishing the source and price reasonableness, the percent of effort expected to be performed by each subcontractor/teaming member, the proposed subcontractor’s name, task(s) to be performed by the subcontractor, the type of subcontract, value of the subcontract, and pass-through cost added by the Prime. Each major subcontractor shall submit an unredacted cost proposal. The cost proposals from each major subcontractor/teaming member shall include a cost narrative detailing its portion of the requirement, and the Labor Hour & Cost Breakdown as provided in the Attachment J-6 and J-7. The cost narrative from each key subcontractor/teaming member shall include the same level of detail described in this section to support the proposed cost, and shall be submitted by each subcontractor not later than the required proposal due date. If the prime contractor issues a cost-reimbursement type contract to the subcontractor, the subcontractor must have an accounting system approved and/or adequate for determining costs applicable to a cost-reimbursement type contract per the Defense Contract Audit Agency (DCAA).
Subcontractors shall also include the applicable DCAA/Defense Contract Management Agency (DCMA) point of contact information with the cost volume of the proposal. Major Subcontractors will submit their unredacted proposals electronically to HITs-R@usace.army.mil by the proposal due date. The subject of the email should be titled: W912DY-19-R-0001 - PRIME CONTRACTOR NAME – MAJOR SUBCONTRACTOR NAME

Indirect Cost Rates and/or Factors. Identify the basis of the rates proposed (e.g. actual rates, Forward Pricing Rate Agreements, bidding rates, etc.). If composite rates are used, provide the calculations used in deriving the composite rates. If the offeror proposes the use of any overhead rates unique to this contract and/or task orders, the offeror shall provide supporting data to justify using the rate and to validate the realism of those rates. Offerors shall include a breakdown of its cost pools and bases. Additionally, the Offeror should provide a brief narrative describing the composition of the following indirect rates and how and when the rates are applied. “Indirect Rates” table - The Offeror shall include the following information in the “Indirect Rates” table in Attachment J-6 and Attachment J-7.

Home and Field Office Overhead on Direct Labor. Offerors whose accounting system applies overhead to its direct labor costs may propose an overhead rate. The Government recognizes that not all Offeror’s accounting systems apply overhead against direct labor costs. As a result, Offeror’s systems that do not apply overhead on direct labor shall put 0% for this cost element.

Subcontract Handling Charge. Offerors whose accounting system applies a handling charge to subcontracts may propose a rate for subcontract handling charges. The Government recognizes that not all Offeror’s accounting systems apply a subcontract handling charge against the Offeror’s subcontracts. As a result, Offeror’s systems that do not apply a subcontract handling charge shall put 0% for this cost element.

Materials, Supplies and Equipment (MSE) Handling Charge. Offerors whose accounting system applies a handling charge to MSE may propose a rate for MSE handling charge to be applied against the total MSE cost element. The Government recognizes that not all Offeror’s accounting systems apply a MSE handling charge. As a result, Offeror’s systems that do not apply a MSE handling charge shall put 0% for this cost element.

Home and Field Office General and Administration (G&A). Offerors whose accounting system applies G&A to the cost of the contract may propose a rate for G&A to be applied against the subtotal of all cost elements (excluding profit). G&A costs proposed must be fully supported. If a recent (within the last twelve (12) months) audit or financial statement of corporate overhead expenses, performed by a Government or private auditor or certified public accountant exists that supports the costs proposed, submit it as part of the offer. The Government recognizes that not all Offeror’s accounting systems apply G&A. As a result, Offeror’s systems that do not apply G&A costs shall put 0% for this cost element.

Other Indirect Costs (Facilities Capital Cost of Monies, Fringe, etc.). Offerors with an adequate accounting system that applies other Indirect Costs not specifically identified here may propose a rate for those other Indirect Costs that are applied to any and all applicable cost elements. The Offeror shall fully support any other Indirect Costs proposed. If a recent (within the last twelve (12) months) audit or financial statement of corporate overhead expenses, performed by a Government or private auditor or certified public accountant exists that supports the costs proposed, submit it as part of the offer. It must be clearly identified in the supporting documentation as to how and when this rate is applied.

Escalation Factors. The Offeror shall enter its escalation factors to be applied to the labor categories for period of performance in the tables provided in the cost/price spreadsheets. The Offeror shall also provide the basis for any proposed/projected price escalation and the assumptions used: forecast source (such as Global Insight, or Economy.com), index used (index number and title), calculations (index values used: base and projected values), and dates used (month and year for applicable index numbers). The Offeror shall provide copies of the escalation forecasts as support documentation in the proposal.
4. Section II, Tab 7 – Supporting Documentation for Rates in Attachment J-6 and Attachment J-7 – The Offeror shall include any supporting documentation and narratives identified above (i.e., burdened rate build-up, application of indirect rates (how and when), etc.). To aide in the cost evaluation, this documentation shall be submitted in Microsoft Office Excel 2007 compatible format. In addition to this supporting documentation the contractor shall indicate whether or not the firm has an approved Forward Pricing Rate Agreement (FPRA) with the Defense Contract Management Agency.

5. Section II, Tab 8 – Financial Capability/Responsibility Information & Cost Pools - The Offeror shall include a letter from their bank or other financial institution confirming the firm’s business and financial reputation, integrity and ability to execute work under this contract. Offerors are required to have an adequate accounting system (as determined by the DCMA) in order to receive a contract as a result of this solicitation. Offerors are required to describe the particular accounting system proposed for use when preparing cost proposals for task orders and shall submit a completed SF 1408 (Attachment J-26). The Defense Contract Audit Agency (DCAA) may perform a pre or post-award audit if it is deemed necessary by the Government. If the firm has had an accounting system audit performed by DCAA within the last 12 months please identify and provide a copy of the audit report, if available. Offerors shall provide the name and address of the cognizant DCAA and DCMA. If applicable, please submit your approved Forward Pricing Rate Agreement (FPRA).

6. Offerors shall submit proposals consistent with the structure of their established accounting practices. The composition of indirect expense pools and bases thereof (Overhead, General and Administrative, Material Handling, etc.) shall be consistent with those actually being utilized by the company. Proposed indirect rates shall be based on recent history and/or budgetary projections. Pool expenses shall not include any of those expenses identified in FAR Part 31 as unallowable. Offerors shall provide actual incurred indirect rates for the company’s most recently completed fiscal year.

7. Section II, Tab 9 – Solicitation Requirements Checklist. The Offeror shall submit this completed checklist with their proposal.

Final Cost Note: The Government reserves the right to request additional information in support of any proposed costs, as required.

The completion and submission to the Government of the above items listed under Volume III will constitute an offer (proposal) and will indicate the Offeror’s unconditional agreement to the terms and conditions in this RFP and any Attachments hereto. The Offeror shall provide in its initial submission its most favorable and complete proposal, in accordance with this solicitation.

CL AUSES INCORPORATED BY FULL TEXT

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010)

(a) Exceptions from certified cost or pricing data. (1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.
(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for certified cost or pricing data. If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The offeror shall prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

(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)
A. BASIS FOR AWARD: BEST VALUE – TRADEOFF

The requirement will be a competitive negotiation using the best value trade off approach IAW FAR Part 15. The Government will award a Single Award Task Order Contract to the offeror whose proposal represents the overall best value. Award will be made on the basis of technical capability, past performance, and cost/price. The Government intends to make an award without discussions; however, the Government reserves the right to hold discussions if necessary in accordance with FAR 15.306.

All evaluation factors other than cost/price, when combined, are significantly more important than cost/price (Factor 3). Factor 1: Technical is the most important factor. Factor 2: Past Performance is slightly less important than Factor 1. All factors will be considered in the tradeoff to determine Best Value. To receive consideration for award, a rating of no less than “Acceptable” must be achieved for the Technical Factor (Factor 1). A rating of no less than “Satisfactory Confidence” or “Unknown Confidence” must be achieved for Factor 2 Past Performance.

B. EVALUATION FACTORS AND CRITERIA

FACTOR 1: TECHNICAL CAPABILITY

All elements within the Technical factor are not individually rated. Factor 1 will be evaluated based on strengths, weaknesses and deficiencies of each offeror’s proposal as it relates to the combination of elements. A deficiency is a material failure to meet a requirement of the solicitation and renders a proposal un-awardable. The Government evaluation team has been instructed to evaluate on the basis of the information provided in the proposal. The Government shall not assume that an offeror possesses any capability unless specified in the proposal.

Element A: Technical and Management Approach (Volume 1, Tab 1 of the Offerors proposal per Section L – Instructions to Offeror) – The Offeror’s proposal will be evaluated to determine if it demonstrates an effective technical and management approach for accomplishing of the Government’s objectives and determine if the Offeror has a full understanding of and the capability to perform any and all of the requirements expected under this contract as identified in Section C (PWS).

Element B: Transition/Phase-In (Volume 1, Tab 2 of the Offerors proposal per Section L – Instructions to Offeror) – The Offeror’s proposal will be evaluated to demonstrate the offeror’s ability to effectively and efficiently transition/phase-in resources and personnel onto this contract and ensure full continuity of HPCMP support. The offeror shall propose a sound plan to address the needs of the work-force-caused change, innovation, and efficiency initiatives.

ELEMENT C: Seed Task Order 1 (Volume 1, Tab 3 of Offerors proposal per Section L – Instructions to Offeror) – The Offeror’s technical proposal will be evaluated to determine if the Offeror has full understanding of and the capability to perform any and all of the requirements of Seed Task Order PWS.

ELEMENT D: Seed Task Order 2 (Volume 1, Tab 4 of Offerors proposal per Section L – Instructions to Offeror) – The Offeror’s technical proposal will be evaluated to determine if the Offeror has full understanding of and the capability to perform any and all of the requirements of Seed Task Order PWS 2.

TECHNICAL RATING MATRIX

Factor 1 – Combined Technical/Risk Rating will be evaluated using the following adjectival methodology:
<table>
<thead>
<tr>
<th>Color Rating</th>
<th>Adjectival Rating</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blue</td>
<td>Outstanding</td>
<td>Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.</td>
</tr>
<tr>
<td>Purple</td>
<td>Good</td>
<td>Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.</td>
</tr>
<tr>
<td>Green</td>
<td>Acceptable</td>
<td>Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.</td>
</tr>
<tr>
<td>Yellow</td>
<td>Marginal</td>
<td>Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.</td>
</tr>
<tr>
<td>Red</td>
<td>Unacceptable</td>
<td>Proposal does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable.</td>
</tr>
</tbody>
</table>

**DEFINITIONS**

Rating: The rating for the Technical factor will be expressed as an adjectival assessment of Outstanding, Good, Acceptable, Marginal, or Unacceptable.

Strength: Any 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.

Significant Strength: A significant strength appreciably enhances the merit or specified performance or capability requirements in a way that will be appreciably advantageous to the Government during contract performance.

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

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

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

**FACTOR 2: PAST PERFORMANCE**

The Government will assess its confidence in the offeror’s ability to perform based on relevant examples of work conducted by the offeror as a prime contractor within the past three years. The Government may consider past performance information from the following sources:

- Past Performance Information Retrieval System (PPIRS), Contractor Performance Assessment Reporting System (CPARS), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), or other databases; interviews with Program Managers, Contracting Officers, and other agency performance history databases,
- Telephone interviews between the Government and customers of the offeror,
- Government personnel who have prior contractual experience with the offeror.

The Government may consider timing, relevance, and any other meaningful context when analyzing past performance information and may examine general trends in contractor performance. If an offeror has multiple
functions or divisions, the Government will only evaluate the past performance of the division or unit submitting a response to this solicitation. The past performance of parent companies, affiliates, or subsidiaries not directly relevant to the response will not be evaluated.

If the Government does not receive past performance information and cannot establish a past performance record for the offeror through other sources, (a) past performance will be rated neither favorably nor unfavorably, and (b) the performance risk will be considered “neutral”.

Factor 2 – Past Performance Relevancy Ratings

<table>
<thead>
<tr>
<th>Rating</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Very Relevant</td>
<td>Past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.</td>
</tr>
<tr>
<td>Relevant</td>
<td>Past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.</td>
</tr>
<tr>
<td>Somewhat Relevant</td>
<td>Past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.</td>
</tr>
<tr>
<td>Not Relevant</td>
<td>Past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.</td>
</tr>
</tbody>
</table>

Performance Confidence Assessment

There are three aspects to the past performance evaluation: recentness, relevancy, and quality (including general trends in contractor performance and source of information). In accordance with FAR 15.305(a)(2), the currency and relevance of the information, source of the information, context of the data, and general trends in contractor’s performance shall be considered. These will be combined to establish one performance confidence assessment rating for each offeror.

Factor 2 - Past Performance Relevancy Ratings

<table>
<thead>
<tr>
<th>Rating</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Substantial Confidence</td>
<td>Based on the offeror’s recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.</td>
</tr>
<tr>
<td>Satisfactory Confidence</td>
<td>Based on the offeror’s recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.</td>
</tr>
<tr>
<td>Limited Confidence</td>
<td>Based on the offeror’s recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.</td>
</tr>
<tr>
<td>No Confidence</td>
<td>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.</td>
</tr>
</tbody>
</table>
**FACTOR 3 – COST RELATED INFORMATION**

The price/cost proposals (Volume III) will be evaluated in accordance with FAR 15.404 and a best value analysis of the proposal as a whole will be performed to determine best value to the Government. Price/Cost will not be an adjectively rated criterion. The Government will evaluate all aspects of the price/cost proposal:

- Price for fairness and reasonableness;
- Cost for fairness, reasonableness, and realism and;
- Proving the best value to the Government.

Offerors found to be unreasonably high may be considered unacceptable, and may be rejected on that basis. If the Government evaluates an offer as unrealistically low, and the offeror fails to explain these underestimated costs, the Government will question the offeror’s understanding of the technical requirements.

The Government will evaluate the offeror’s proposed labor rates and the seed task orders offers for award purposes. The Government will evaluate cost/price of the seed task orders by adding the total period of performance, and will include an additional six months of the last year of the option for the evaluation of the option to extend services via FAR clause 52.217-8 to calculate the Total Evaluated Price (TEP). If services are required on task orders past the period of performance and the option to extend services IAW 52.217-8 is exercised, the current binding rate for the period in which the option is being exercised shall be applicable, as these rates will have been evaluated at time of source selection and prior to contract award - escalation or negotiation of rates are not authorized. The Government may determine that an offer is unacceptable if the TEP are significantly unbalanced.

The Government will evaluate the realism of offeror’s proposed costs to determine whether the cost is realistic for the work to be performed, reflects a clear understanding of the requirements, and is consistent with the methods of performance described in the offeror's proposal. The offeror's proposed task order costs will be evaluated by using the probable cost (PC) computed by the Government. The PC will include Government incurred costs or savings for initiatives when applicable. The PC may differ from the proposed cost and reflects the Government's best estimate of the cost that is most likely to result from the offeror's proposal. The cost realism assessment will include a comparison of the PC against the proposed cost. The PC will also be used for purposes of evaluation to determine the best value. The PC will cover price for the period of performance, a six (6) month extension pursuant to FAR 52.217-8, and transition/phase-in. The agency may reject an offer that reflects a serious lack of cost realism.

The Offeror’s proposal is presumed to represent its best effort to respond to the solicitation. Any apparent inconsistency between promised performance and cost should be explained. Any significant inconsistency, if unexplained, raises a basic question as to the Offeror’s understanding of the work required and of its ability to perform the contract.

**Seed Task Orders:** The Offeror shall complete the FFP and Cost tables in Attachment J-4 and Attachment J-5. The information provided by the Offeror will be evaluated to determine reasonableness and realism for the period of performance of this contract.

**Supplies or Services and Costs:** The Offeror shall complete the “FFP Ceiling Burdened Hourly Rates” tables, and the "CPFF Hourly Rates" tables, and the “Indirect Rates” table Attachment J-6 and Attachment J-7. The information provided by the Offeror will be evaluated to determine reasonableness and realism for the period of
performance of this contract.

Financial Capability/Responsibility Information & Cost Pools: The Government will review all information provided as required in Section L of this solicitation to determine the Offeror’s financial reputation, integrity and ability to execute work under the contract at a fair and reasonable price. The Government will accept the recent (i.e., within 1 year), corresponding Defense Contract Audit Agency’s (DCAA’s) evaluation furnished in the proposal. If the Offeror has no recent audit, a breakdown of its cost pools shall be provided and evaluated for allowability, allocability and reasonableness of costs in accordance with the provisions of FAR, Part 31. The information provided by the Offeror will be subjectively evaluated to determine the overall best value to the Government.

Responsibility Determination. In accordance with FAR Subpart 9.1, no award will be made unless the contracting officer makes an affirmative determination of contractor responsibility. As a result, offerors may be required to furnish additional information in order for the Government to make a determination regarding the Offeror’s responsibility. Additional information if requested by the contracting officer, may include, but is not limited to the following:

Financial Capability.

(1) In accordance with FAR 9.103(a) “...contracts shall be awarded to, responsible prospective contractors only.” To be determined responsible, a prospective contractor must meet the standards at FAR 9.104. FAR 9.104-1(a) requires that a prospective contractor must have adequate financial resources to perform the contract, or the ability to obtain them. As an aid in assessing responsibility, offerors will be required to provide upon request of the Contracting Officer:

i. A list of present commitments, including the dollar value thereof, and name of the organization under which the work is being performed. Include names and telephone numbers of personnel within each organization who are familiar with the prospective contractor’s performance.

ii. A certified statement listing: (1) each contract awarded within the preceding three month period exceeding $1,000,000.00 in value with a brief description of the contract; and (2) each contract awarded within the preceding three year period not already physically completed and exceeding $5,000,000.00 in value with a brief description of the contract.

iii. A copy of the firm’s annual financial statement(s) for the past three years (or for the period it has been in business, if less than three years).

iv. Number of years the firm has been in business.

v. A copy of the firm’s current credit report(s).

vi. Name, address and telephone numbers of two credit/trade references.

vii. An explanation of the firm’s capability to obtain sufficient financial resources to perform work required under any resulting contract from this solicitation.

viii. Name, address and telephone number of firm’s bonding company.

The Government may evaluate the Offeror’s annual financial statements, current credit report(s), and plan to obtain sufficient financial resources to perform the contract requirements in order to determine if the prospective contractor has adequate financial resources to perform the contract or the ability to obtain them.