

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF 35 PAGES
2. CONTRACT NO.	3. SOLICITATION NO. W911QY-15-R-0021	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 14 Apr 2015	6. REQUISITION/PURCHASE NO.		
7. ISSUED BY W6QK ACC-APG NATICK CONTRACTING DIVISION BLDG 1 KANSAS STREET NATICK MA 01760-5011		CODE W911QY	8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE	
TEL: FAX:				TEL: FAX:		

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

SOLICITATION

9. Sealed offers in original and 0 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in See Section L para L.4 until 02:00 PM local time 14 May 2015
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME JEAN GREENWOOD	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 508-233-6101	C. E-MAIL ADDRESS jean.t.greenwood.civ@mail.mil
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OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)			
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NO (Include area code)	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN	ITEM
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

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

Section A - Solicitation/Contract Form

IMPORTANT PROGRAM INFORMATION

A.1 This solicitation is being pursued as a competitive Total Small Business Set-Aside that will result in a single award of a Firm Fixed Price Research and Development contract using FAR 13 Simplified Acquisition Procedures, as described in FAR 13.106, on the basis of best value. As such, the Government reserves the right to award to an Offeror whose proposal is neither the lowest price nor most highly rated, but which is determined to provide the best overall value to the Government.

A.2 Refer to section L Paragraph L.4 for due date and time for Proposals. The Government intends to award a contract without discussions with Offerors, but reserves the right to conduct discussions if determined to be necessary in the best interest of the Government. If the number of proposals received exceeds what can reasonably be evaluated by the Government within existing resource constraints, the Contracting Officer may establish a competitive range that limits the number of proposals to the greatest number that will permit an efficient competition amongst the most highly rated proposals.

A.3 This acquisition is set-aside for small business. The North American Industry Classification System (NAICS) code is 541712 - Research and Development in the Physical, Engineering, and Life Sciences (except Biotechnology) and the small business size is 500 employees.

A.4 Contract Data Requirements Lists (CDRLs) are included in Contract Line Item Number (CLIN) 0004 as Sub-CLINs 0004AA, 0004AB, and 0004AC and shall not be separately priced in the offeror's proposal.

A.5 The Contractor will provide all plant, labor, supplies, materials, equipment, transportation and supervision necessary to provide the development of Push-To-Talk (PTT) devices and cable sets capable of connecting to a single radio with two audio channels via a single cable and PTT as further described in Section C. All deliveries shall be F.O.B. Destination to the Norfolk, VA.

A.7 Contract award resulting from this solicitation is subject to availability of funds.

A.8 DISCLOSURE OF UNIT PRICE INFORMATION – This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23, 1987) of our intention to release unit prices of the awardee in response to any request under the Freedom of Information Act, 5 USC 552. Unit price is defined as the contract price per unit or item purchased. We consider any objection to be waived unless the contracting officer is notified of your objection to such release prior to submission of initial proposals.

A.9 Refer to Section L paragraph L.5 for instructions to submit Requests for Information regarding this solicitation.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	PTT Device 1, Urban/Maritime FFP PTT Device 1, Urban/Maritime as described in the SOW - Section C paragraph C.2.1. Deliverables include Prototypes as described in Section C Paragraph C.3(a) and Exhibits A-C. FOB: Destination	1	Job		
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	PTT Device 2, Maritime/Divable FFP PTT Device 2, Maritime/Divable as described in the SOW - Section C paragraph C.2.2. Deliverables include Prototypes as described in Section C Paragraph C.3(b) and Exhibits A-C. FOB: Destination	1	Job		
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Cable Set FFP Cabel Set as described in the SOW - Section C paragraph C.2.3. Deliverables include Prototypes as described in Section C Paragraph C.3(c) and Exhibits A-C. FOB: Destination	1	Job		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Technical Data FFP The contractor shall provide Technical Data for the work included in CLINs 0001 through 0003 as described in the SOW, Section C paragraph c.3(d)-(f) and in accordance with DD Form 1423, Contract Data Requirements List, Section J, Exhibits A-C. The cost of all Technical Data shall be included in CLINs 0001-0003. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0004AA
CDRL A001 (Exhibit A)
FFP
Drawings and Associated Lists.

This SLIN is Not Separately Priced. The cost of this SLIN shall be included in CLINs 0001-0003.

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0004AB
CDRL A002 (Exhibit B)
FFP
Operating Manuals.

This SLIN is Not Separately Priced. The cost of this SLIN shall be included in CLINs 0001-0003.

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0004AC
CDRL A003 (Exhibit C)
FFP
Monthly Reports.

This SLIN is Not Separately Priced. The cost of this SLIN shall be included in CLINs 0001-0003.

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0005
Contractor Manpower Reporting
FFP

Contractor Manpower Reporting. ACC-APG 5152.237-490. This CLIN is Not Separately The vendor shall include the price of this CLIN in CLINs 0001-0003.

FOB: Destination

NET AMT

Section C - Descriptions and Specifications

C.1 STATEMENT OF WORK

The Government has a requirement for the development of Push-To-Talk (PTT) devices and cable sets capable of connecting to a single radio with two audio channels via a single cable and PTT. The PTT may be powered or unpowered. Powered PTTs must draw power from the Improved Multi-Band Inter/Intra Team Radio (I-MBITR) battery vice adding their external power source. The I-MBITR is a unique dual channel handheld radio that provides two separate audio output/microphone input channels from a single radio. Due to the vast selection of COTS headsets currently fielded and existing inventory of PTT devices, the Government requires multiple solutions to ensure interoperability with existing headsets such as the Atlantic Signal, Invisio, Peltor, Silynx, Sordin, and Spear.

C.2 REQUIREMENTS

C.2.1 PTT Device 1, Urban/Maritime. The Contractor shall develop and deliver a single, dual channel push-to talk device compatible with the maritime I-MBITR currently in development. The PTT shall be interoperable with the AN/PRC-148 MBITR2 SRW maritime radio and the AN/PRC-148 JTRS enhanced MBITR maritime (JEM) radio (Threshold). The PTT Device must allow the user to select between narrowband and wideband audio channels (transmit and receive). The device must also be resistant to saltwater splash/spray/fog for up to 2 hours (Threshold) (MIL-STD-810G, Method 506.5, 507.5, 509.5, 510.5, and Intrusion Protection-66 (IP-66), with the headset connected), and saltwater submersion to a depth of 2 meters for 2 hours (Objective). The PTT must utilize existing NEXUS style over molded connectors to support interoperability with existing headsets.

C.2.2 PTT Device 2, Maritime/Divable. The Government requires the manufacture of a single, dual channel push-to talk device compatible with the I-MBITR currently in development. The PTT shall be interoperable with the AN/PRC-148 MBITR2 SRW maritime radio and the AN/PRC-148 JTRS enhanced MBITR maritime (JEM) radio (Threshold). The PTT Device must have the ability to operate simultaneously on the narrowband and wideband audio channels with separate PTT Key buttons. The device must be waterproof to 20 meters for 30 minutes (MIL-STD-810G, Method 506.5, 507.5, 509.5, 510.5, IP68 to the depth of 20 meters for 30 minutes with headset disconnected & connected). The PTT must utilize the 10-pin Impulse type connector and interface with existing maritime dual channel single lead headsets.

C.2.3 Cable Set. The government requires the manufacture of a single 'Y' Cable to connect two existing 10-pin (Impulse Connector) PTTs with single channel functionality, to the dual channel 10-pin (impulse connector) I-MBITR radio. The Cable must be interoperable with the AN/PRC-148 MBITR2 SRW radio (T) and should also be interoperable with the primary channel of an AN/PRC-148 JTRS enhanced MBITR maritime (JEM) radio (O). The cable must also be resistant to saltwater immersion up to a depth of 2 meters for 2 hours (MIL-STD-810G, Method 506.5, 507.5, 509.5, 510.5, IP66 with PTT ends disconnected, radio ends connected) (Threshold), or 20 meters for 30 minutes (Objective).

C.3 SPECIFIC TASKS AND DELIVERABLES

- a. CLIN 0001: Develop PPT Device 1, Urban/Maritime as described in paragraph C.2.1 above and deliver fifteen (15) prototypes.
- b. CLIN 0002: Develop PPT Device 2, Maritime/Divable as described in paragraph C.2.2 above and deliver fifteen (15) prototypes.
- c. CLIN 0003: Develop Cable Set as described in paragraph C.2.3 above and deliver fifteen (15) prototypes..
- d. CLIN 0004AA: CDRL A001 (Exhibit A) - Drawings and Associated Lists for items developed in CLINs 0001-0003.

e. CLIN 0004AB: CDRL A002 (Exhibit B) - Operating Manuals for items developed in CLINs 0001-0003.

f. CLIN 0004AC: CDRL A003 (Exhibit C) - Monthly Progress Reports for work performed in CLINs 0001-0003.

C.4 PERIOD OF PERFORMANCE

The contract shall be a Firm Fixed Price (FFP) contract with an estimated period of performance of six (6) months.

C.5 PLACE OF PERFORMANCE:

The primary place of performance shall be at the vendor's location.

C.6 TRAVEL

Travel is anticipated in support of this effort. Travel required is for one (1) trip to Clarksburg, MD for a duration of three (3) days. The cost of travel is included in CLINs 0001-0003 on a FFP basis.

C.7 SECURITY

A Security Clearance is not required for this work.

C.8 MANAGEMENT

The Government will supply a single point-of-contact to interface directly with the Contractor under this effort. The Government POC will provide the contractor with appropriate access to information and technical data required by Contractor to complete the required tasks.

C.9 GOVERNMENT FURNISHED EQUIPMENT

TBD

CLAUSES INCORPORATED BY FULL TEXT

ACC-APG 5152.237-4900

ACCOUNTING FOR CONTRACT SERVICES REQUIREMENT (Oct 2012)

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor shall report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The Army's objective is to collect as much significant Contractor Man-Year Equivalents (CME) data as possible to allow accurate reporting to Congress and for effective Army planning. Detailed instructions can be found on the Contractor Manpower Reporting Application (CMRA) website in the CMRA "Contractor User Guide" or "Subcontractor User Guide". The contractor must create an account upon entering the site and is required to completely fill in the required information at the CMRA website: <https://cmra.army.mil>.

The required information includes:

- (1) Unit Identification Code (UIC) of the Army Requiring Activity that would be performing the mission if not for the contractor: _____ (*Enter the Army Requiring Activity's UIC here*).
- (2) Command of the Requiring Activity that would be performing the mission if not for the contractor: _____ [*Enter the Major Command (MACOM) of the Requiring Activity here*].

- (3) Contracting Officer (KO) and contact information: Jean Greenwood, jean.t.greenwood.civ@mail.mil, 508-233-6101.
- (4) Contracting Officer's Representative (COR) and contact information:
_____TBD_____ (*Enter COR's name, phone number, and email address.*)
- (5) Federal Service Code (FSC) reflecting services provided by contractor (and separate FSC for each subcontractor if different). If there are multiple FSCs for an Order number, enter a separate data record for each FSC.
- (6) Location where contractor and subcontractor(s) perform the service, including the city, state, zip code, and country. When service is performed at an overseas location, state only the city and country. If there are multiple Locations for an Order number, enter a separate data record for each Location. (*Note: If there are many location records that need to be entered, the Bulk Loader function is available which allows the transfer of information from a contractor's system to the secure web site. The Bulk Loader Template and Bulk Loader Instructions may be downloaded from the web site.*)
- (7) Contractor Type (prime or subcontractor).
- (8) Direct labor hours (including subcontractors) for each FSC.
- (9) Direct labor dollars paid this reporting period (including subcontractors) for each FSC.
- (10) Weapons system support indication: No.

If subcontractors are used in the performance of this contract, several factors must be considered. Contractor shall include, and require inclusion of, this term in all subcontracts at any tier under the contract in which services are being procured. Contractor shall also enter their data in a timely manner, as subcontractors can not input any information into the CMRA system until the Prime Contractor has entered their data. The Prime Contractor has overall responsibility for ensuring subcontractors enter their respective data. Subcontractors are only responsible for entering Location Data.

Reporting period will be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year.

Section D - Packaging and Marking

D.1 PACKAGING AND MARKING:

Packaging and delivery of technical data that cannot be submitted electronically shall be delivered in accordance with the Contractor's standard commercial practices.

D.2 SHIPPING:

For those items that cannot be submitted electronically, they shall be submitted in accordance with D.1 and mailed to the following address:

TBD

MARK FOR: **TBD**

All reports shall be submitted electronically as addressed in the Contract Data Requirements List, CDRL, DD Form 1423, Exhibit A-C. If items cannot be submitted electronically, they must be submitted in accordance with D.1 and D.2 above.

Section E - Inspection and Acceptance

E.1 INSEPTION AND ACCEPTANCE OF TECHNICAL DATA:

Final inspection and acceptance of the technical data will be at destination. Prior to final acceptance, the submitted technical data shall be reviewed for compliance with the contract requirements. Any nonconformance to contract requirements or inadequacies in content or format shall require correction by the contractor.

Inspection and acceptance for all contract and exhibit lines shall be accomplished by the Contracting Officer's Representative, **TBD**.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0004AA	Destination	Government	Destination	Government
0004AB	Destination	Government	Destination	Government
0004AC	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-9

Inspection Of Research And Development (Short Form)

APR 1984

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0004AA	N/A	N/A	N/A	N/A
0004AB	N/A	N/A	N/A	N/A
0004AC	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.242-15

Stop-Work Order

AUG 1989

Section G - Contract Administration Data

G.1 GOVERNMENT CONTRACT ADMINISTRATION:

- a. In no event shall any understanding or agreement, contract modification, change order, or other matter in deviation from the terms of this contract between the Contractor and a person other than the Contracting Officer be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by the Contracting Officer.
- b. This contract will be administered by the Natick Contracting Division identified in block 5 on page one of this contract. Inquiries concerning normal contract administration should be referred to the individuals identified in paragraph c below.
- c. The telephone, FAX number and E-mail address of the Procuring Contracting Officer (PCO) and Contract Specialist (KS) are:

Procuring Contracting Officer: Jean Greenwood
Email: jean.t.greenwood.civ@mail.mil
Telephone: (508) 233-6101

Contract Specialist: Paul Yatsco
Email: paul.d.yatsco.civ@mail.mil
Telephone: (508) 233-6143

Fax # for both: (508) 233-5286

G.2 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE:

The Contracting Officer has designated **TBD** as the authorized Contracting Officer's Representative. **TBD** point of contact information is: Phone **TBD** and email at **TBD**

G.3 CONTRACTOR'S CONTRACT ADMINISTRATION:

TBD

G.4 CONTRACTOR'S TECHNICAL POINT OF CONTACT:

TBD

G.5 CONTRACT TYPE:

This is a Firm Fixed Price (FFP) contract.

G.6 NOTIFICATION OF REVISIONS AND CHANGE:

Notification of revision or changes to names or email addresses identified herein will be provided by official correspondence from the PCO/ACO or office of the PCO/ACO in lieu of a contract modification. This does not apply to any such revisions or changes in the event this contract includes a key personnel clause.

CLAUSES INCORPORATED BY REFERENCE

252.204-7006	Billing Instructions	OCT 2005
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7006	Wide Area WorkFlow Payment Instructions	MAY 2013

CLAUSES INCORPORATED BY FULL TEXT

ACC-APG NCD 5152.232-7003 INVOICING INSTRUCTIONS AND PAYMENT (WAWF INSTRUCTIONS) (NCD) (AUG 2009)

(a) Invoices for goods received or services rendered under this contract shall be submitted electronically through Wide Area Work Flow – Receipt and Acceptance (WAWF):

(1) The vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the Internet at <http://www.wawftraining.com>.

(2) Select the invoice type within WAWF as specified below. Back up documentation (such as timesheets, etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. Total limit for the size of files per invoice is 5 megabytes.

(b) The following information, regarding invoice routing DODAAC's, must be entered for completion of the invoice in WAWF:

Invoice as 2-in-1 (FP Services Only – No DD250 Required)	
Pay DoDAAC	TBD
IssueBy DoDAAC	W911QY
Admin DoDAAC	W911QY
InspectBy DoDAAC	TBD
Service Acceptor	TBD
LPO (For Navy Only)	TBD

(c) The contractor shall submit invoices /cost vouchers for payment per contract terms.

(d) The Government shall process invoices /cost vouchers for payment per contract terms.

(e) For each invoice /cost voucher submitted for payment, the contractor shall also email the WAWF automated invoice notice directly to the following points of contact:

Name	Email	Phone	Job Title
TBD			
TBD			

Section H - Special Contract Requirements

H.1 PERFORMANCE BY FOREIGN NATIONALS:

a. In accordance with 8 U.S.C.1324a, it is unlawful to hire for employment in the U.S. an individual without verifying that individual’s employment authorization. 8 CFR 274a.2 VERIFICATION OF EMPLOYMENT ELIGIBILITY identifies the official documents that establish employment eligibility.

b. Prior to performance of work by a foreign national as a result of this contract, the employer shall provide the Contracting Officer the name of the foreign national and identify the type of form(s) produced for verification of employment status. Should the foreign national’s performance require access to DoD facilities, the employer shall coordinate with the sponsor providing access, in order to submit the following:

- 1. Individual’s Name
- 2. Date/place of birth
- 3. Citizenship
- 4. Date and Location of the Visit
- 5. Purpose of the Visit
- 6. Passport Number
- 7. Employer’s Verification of Work Authorization

This information shall be forwarded to the Contracting Officer at least thirty days prior to the visit taking place. Failure to provide this information within this time frame may prevent the individual(s) from entry into the DoD facilities.

H.2 GOVERNMENT FURNISHED EQUIPMENT or PROPERTY:

The Government will provide the following Government Furnished Equipment or Property for use under this contract, within 10 calendar days after the effective date of the contract:

ITEM	QUANTITY	ESTIMATED VALUE	DECAL #
TBD			

Contractor shall return the identified Government Furnished Equipment/Property to the Government within 10 calendar days after completion of this effort. Refer to Section C paragraph C.9 for further instructions regarding this Government furnished information.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	DEC 2014
52.211-5	Material Requirements	AUG 2000
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-21 Alt IV	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications (Oct 2010) - Alternate IV	OCT 2010
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.227-1	Authorization and Consent	DEC 2007
52.227-1 Alt I	Authorization And Consent (Dec 2007) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-11	Patent Rights--Ownership By The Contractor	MAY 2014
52.232-2	Payments Under Fixed-Price Research And Development Contracts	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984
52.243-1	Changes--Fixed Price	AUG 1987
52.243-1 Alt V	Changes--Fixed-Price (Aug 1987) - Alternate V	APR 1984
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.249-9	Default (Fixed-Priced Research And Development)	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7012	Safeguarding of Unclassified Controlled Technical Information	NOV 2013
252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014
252.211-7003	Item Unique Identification and Valuation	DEC 2013
252.211-7006	Passive Radio Frequency Identification	SEP 2011
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Nov 2014)	NOV 2014
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.225-7048	Export--Controlled Items	JUN 2013
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011

252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.235-7011	Final Scientific or Technical Report	JAN 2015
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	MAR 2015
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (MAR 2015)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(vi) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (July 2013).

- (v) 52.232-39, Unenforceability of Unauthorized Obligations (Jun 2013).
 - (vi) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013).
 - (vii) 52.233-1, Disputes (MAY 2014).
 - (viii) 52.244-6, Subcontracts for Commercial Items (March 2, 2015)
 - (ix) 52.253-1, Computer Generated Forms (Jan 1991).
- (b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:
- (1) The clauses listed below implement provisions of law or Executive order:
 - (i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (July 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at \$25,000 or more).
 - (ii) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)
 - (iii) 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 (MAY 2014) (41 U.S.C. chapter 65) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
 - (iv) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212) (applies to contracts of \$100,000 or more).
 - (v) 52.222-36, Equal Employment for Workers with Disabilities (July 2014) (29 U.S.C. 793). (Applies to contracts over \$15,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, "United States" includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
 - (vi) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212) (applies to contracts of \$100,000 or more).
 - (vii) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67) (Applies to service contracts over \$2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf.)
 - (viii) (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627) (Applies to all solicitations and contracts).
 - (B) Alternate I (applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices: Document title(s), source for obtaining document(s), and contract performance location outside the United States to which the document applies.
 - (ix) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(x) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR Program or Federal Energy Management Program (FEMP) will be--

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)

(xi) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 83) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition—

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(xii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States.)

(xiii) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Jul 2013). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) database as its source of EFT information.)

(xiv) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (Jul 2013). (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information.)

(xv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia.)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (Applies to contracts over \$30,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (FEB 2006) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 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/>

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

252.235-7010 Acknowledgment of Support and Disclaimer. (MAY 1995)

(a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported

by the US Army Contracting Command - APG, Natick Contracting Division, Natick, MA, under Contract **TBD**.

(b) All material, except scientific articles or papers published in scientific journals, must, in addition to any notices or disclaimers by the Contractor, also contain the following disclaimer: Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the US Army Contracting Command - APG, Natick Contracting Division, Natick, MA.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	A001 DD1423-1 Drawings and Associated Lists	1	14-APR 2015
Exhibit B	A002 DD1423-1 Operating Manuals	1	14-APR 2015
Exhibit C	A003 DD1423-1 Monthly Report	1	14-APR-2015

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541712 - Research and Development in the Physical, Engineering, and Life Sciences (except Biotechnology).

(2) The small business size standard is 500 employees.

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

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

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

() Paragraph (d) applies.

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

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

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

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

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

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

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

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

(iv) 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.

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

- (vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 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.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 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.
- (x) 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.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 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.
- (xiii) 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.
- (xiv) 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.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 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 \$79,507, the provision with its Alternate II applies.
- (D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.
- (xx) 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.

(xxi) 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 certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

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

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

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

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

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

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

FAR Clause	Title	Date	Change
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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)

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)

(a) Definition. Covered DoD official is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iii) 252.225-7020, Trade Agreements Certificate.

Use with Alternate I.

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

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

Use with Alternate I.

Use with Alternate II.

Use with Alternate III.

Use with Alternate IV.

Use with Alternate V.

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

FAR/DFARS Clause #	Title	Date	Change

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

(End of provision)

252.209-7992 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2015 APPROPRIATIONS (DEVIATION 2015-000005) (DEC 2014)

(a) In accordance with sections 744 and 745 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds made available by this or any other Act may be used to enter into a contract with any corporation that—

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

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

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

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

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

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

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

L.1. INSTRUCTIONS

Failure to provide the items listed below with your proposal may cause your offer to be considered non-responsive. Exceptions to the page limitations are: cover pages, indices/tables of contents, and divider pages. Individual pages exceeding the stated page limit for sections will be removed and their contents will not be included in the evaluation.

L.2. PROPOSAL FORMAT

Proposals shall be segregated into four (4) sections for submission and shall be organized as follows:

L.2.1. SECTION ONE: ADMINISTRATIVE/PRICE - This section shall contain the following elements:

1. Transmittal Letter and SF 33: A letter formally transmitting the proposal with Company Name, Address, Point of Contact with email addresses and phone numbers, CAGE Code, DUNS, and Tax Identification Number (TIN). Page 1 - Standard Form (SF) 33 with original signature signed by an Authorized Official of the company. Pages are limited to two (2) pages.
2. Pricing: A copy of Section B (only) of the solicitation with CLINs the Offeror's price for CLIN 0001, CLIN 0002, and CLIN 0003. Offerors shall not price CLIN 0004, SLINs 0004AA-AC, or CLIN 0005. These CLINs/SLINs are informational or Not Separately Priced and the cost of them shall be included in Priced CLINs 0001-0003. Pages are limited to Section B of the solicitation.
4. Acknowledgement of all amendments (if any) to this solicitation: The Offeror shall acknowledge amendments by number and date and may either include this information on Page 1 of the SF 33 in the space provided, or include signed SF 30(s) - Amendments. No Page limit if SF 30s are included.
5. Fill in Clauses and Representation and Certification Documents: Each Offeror shall complete all Fill In Clause(s) in Section K of this solicitation and include them in this Section of their proposal. Additionally, the Offeror shall enter their Representations and Certifications in the System for Award Management (SAM) database. Please refer to the website: <https://www.sam.gov/portal/public/SAM>. No page limit.

L.2.2. SECTION TWO: TECHNICAL

Page limit for this section is twenty (20) pages. The Offeror shall provide an explicit, detailed description and Statement of Work of its proposed approach to meeting all requirements and developing and producing the prototypes described in Section C of the solicitation. The Offeror's Statement of Work should indicate what tasks are planned, how and where the work will be conducted, a schedule of major events, and a description with drawings/graphics/dimensions of the final product(s) to be delivered. The methods planned to achieve each objective or task should be discussed explicitly and in detail, addressing the Technical Evaluation Criteria contained in Section M paragraph M.1.1.

L.2.3. SECTION THREE: PAST PERFORMANCE

Page limit for this section is three (3) pages. The Offeror shall provide three (3) past performance references for work relevant to this effort performed within the last five (5) years to include:

- a. Contract number, title, and brief description
- b. Name, e-mail address, and telephone number of requiring activity POC
- c. Name, e-mail address, and telephone number of the Government Contracting Officer
- d. Contract type and Period of performance

- e. Awarded price/cost and Final, or projected final, price/cost

L.3. PERIOD FOR ACCEPTANCE OF OFFERS

The period for acceptance of offers is ninety (90) days after closing date of solicitation.

L.4. PROPOSAL SUBMISSION

- a. Proposals shall be received no later than (NLT) 2:00 PM eastern standard time (EST) on May 14, 2015. Offerors are encouraged NOT to wait until the last minute to submit proposals. The Government does not intend to extend the dates for proposal submissions. Therefore, Offerors should take care to heed the submission dates and submit their questions in a timely manner.
- b. The responses to this solicitation/synopsis shall be submitted VIA E-MAIL ONLY. Ensure that the e-mail is clearly marked to indicate its contents, the solicitation number, and the identity of the Offeror. Proposals may be submitted in PDF format only. Do not include links to websites in lieu of incorporating information into your proposal. Proposals shall be submitted electronically to Jean Greenwood with a courtesy copy to Paul Yatsco at the Natick Contracting Division via jean.t.greenwood.civ@mail.mil and paul.d.yatsco.civ@mail.mil.
- c. Proposals must be received no later than the established date and time at the location specified. Upon receipt, the proposals will be reviewed for completeness and compliance with the instructions contained herein. Proposals that are found to be missing sections, or are otherwise non-compliant with the instructions, will be considered non-responsive and will NOT receive further consideration.

L.5. REQUESTS FOR INFORMATION

This solicitation is not a competitive bid and there will not be a formal public bid opening. All inquiries and questions MUST be in writing via EMAIL to jean.t.greenwood.civ@mail.mil with a courtesy copy to paul.d.yatsco.civ@mail.mil. All questions and requests for information (RFI) MUST BE IN WRITING AND RECEIVED NO LATER THAN 2:00 PM Eastern Standard Time Thursday, May 7, 2015. The Contracting Officer reserves the right to address questions received after the third (3) business day prior to solicitation closing with those offers deemed responsive and/or in the competitive range after closing. All answers will be provided in writing via posting to the FedBizOpps web site at <https://www.fbo.gov/>. DISCLAIMER: This solicitation will be located on the official Government web page, the FedBizOpps web site at <https://www.fbo.gov/> and the Government is not liable for information furnished by any other source. Amendments, if/when issued will be posted to the FedBizOpps. This will normally be the only method of distributing amendments and addendum prior to closing; therefore, it is the Offeror's responsibility to check the website periodically for any amendments to the solicitation. Websites are occasionally inaccessible due to various reasons. The Government is not responsible for any loss of internet connectivity or for an Offerors inability to access the documents posted on the referenced web pages. The Government will issue no paper copies.

CLAUSES INCORPORATED BY REFERENCE

52.204-7 System for Award Management

JUL 2013

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

(b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

Section M - Evaluation Factors for Award

M.1 EVALUATION FACTORS

Source Selection will be made IAW FAR 13.106-2 and on the basis of best value as further described below. The Government reserves the right to award to an Offeror whose proposal is neither the lowest price nor most highly rated, but which is determined to provide the best overall value to the Government. To arrive at a Best Value decision, the Government will conduct a comparative evaluation of the offers in the following areas: Technical, Past Performance, and Price where technical is of equal importance to past performance which is more important than price.

M.1.1 TECHNICAL FACTOR: The Government will evaluate the Offeror's proposed approach on consistency/applicability of proposed approach to the intent of this effort, compatibility/reuse of existing equipment, quality/performance of approach, and anticipated delivery as further described in a-d below, which expand the technical factor description and are not weighted subfactors. Each Offeror shall receive a single technical rating utilizing the adjectival ratings in Table 1.

a. The Government will evaluate the extent to which the Offeror's proposed approach meets the intent of the acquisition and indicates a clear understanding of the objectives and deliverables required and the scope and nature of the work as described in Section C. The Government will evaluate higher a proposal that meets all the functionality desired in PTT-1 and PTT-2. Any proposal that partially meets the required functionality in PTT-1 or PTT-2 or both will be evaluated lower. The Government will consider it a significant strength if the proposal contains PTT-1 and PTT-2 with full functionality in the smallest form factor, with an objective form factor of no more than 3 inches long by 1 inch wide and 1 inch deep.

b. The Government will evaluate the number and significance of any currently used equipment/components that the Offeror's proposal requires the Government to change. Proposals that do not connect directly to existing headsets (i.e. requires proprietary adaptors) currently in use with maritime based Special Operations Forces will be evaluated lower than a proposal that does not require a change in headsets. The Government will consider it a significant strength if the Offeror's proposed approach requires no change in existing equipment.

c. The Government will evaluate the technical feasibility of the Offeror's proposed approach. The Government will consider it a weakness if the proposed approach does not adequately address technical issues such as operational effectiveness in the maritime environment or appears to not be capable of functioning in military/operational environments or poses risks to military personnel. The Government will consider it a significant strength if the Offeror's proposed approach meets all technical and environmental requirements when connected directly to existing headsets currently in use with maritime based Special Operations Forces.

d. The Government will evaluate the Offeror's proposed timeline to deliver a final prototype. The Government will consider it a significant strength if the Offeror's proposal can deliver fully functional prototypes within 120 days after receipt of offer.

Table 1 - Combined Technical/Risk Ratings:

Color	Rating	Description
Blue	Outstanding	Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.
Purple	Good	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low.
Green	Acceptable	Proposal meets requirements and indicates an adequate approach and

		understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate.
Yellow	Marginal	Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high.
Red	Unacceptable	Proposal does not meet requirements and contains one or more deficiencies. Proposal is not awardable.

M.1.2 PAST PERFORMANCE FACTOR: The Government will evaluate the Offeror's record of past performance and relevancy of previous work to this effort, particularly in the area of the manufacture and sustainment of headsets and components for use by Special Operations Forces in the maritime operating environment. Each Offeror shall receive a single Past Performance Confidence Rating utilizing Table 2 and, as permitted by FAR 13.106-2(b)(3)(ii), the Government shall rate the Offeror's Past Performance based upon the following:

- a. The Government's knowledge of and previous experience with the supply or service being acquired.
- b. A survey of previous customer's provided by the Offeror in its proposal.
- c. A review of assessment reports in the Government-wide Past Performance Information Retrieval System (PPIRS) at www.ppirs.gov

Table 2 - Past Performance Confidence Ratings:

Rating	Description
Substantial Confidence	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Limited Confidence	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.
Unknown Confidence (Neutral)	No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

M.1.3 PRICE: The Government will evaluate the fairness and reasonableness of the Offeror's proposed price based on price competition and comparison to the Independent Government Estimate for this effort.

M.2. EVALUATION METHODOLOGY

- a. All proposals shall be evaluated by the Government IAW FAR 13, using the source selection procedures described herein.
- b. The Government will evaluate proposals in accordance with the processes and criteria contained herein to determine compliance with all requirements of the RFP, including any attachments and exhibits. The Government will evaluate proposals for soundness, creative and innovative methods, processes, and/or

solutions that are beneficial to the Government and demonstrate responsiveness to the stated requirements. Offerors are cautioned that in order for proposals to be eligible for award, the proposals shall be in compliance with the terms and conditions set forth in the RFP.

c. Definitions used in assessing evaluation factors and subfactors.

1. **CLARIFICATION:** A request by the Government, and/or a response by the Offeror, to resolve an uncertainty in the Offeror's proposal.
2. **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. Examples of deficiencies include a statement by the Offeror that it cannot or will not meet a requirement, an approach that clearly does not meet a requirement, or omission of data required to assess compliance with the requirement.
3. **STRENGTH:** An aspect of a proposal that, when judged against a stated evaluation criterion, enhances the merit of the proposal or increases the probability of successful performance of the Contract. A "significant strength" appreciably enhances the merit of a proposal or appreciably increases the probability of successful Contract performance.
4. **WEAKNESS:** A flaw in the proposal that increases the risk of unsuccessful Contract performance. A "significant weakness" in the proposal is a flaw that appreciably increases the risk of unsuccessful Contract performance.
5. **UNCERTAINTY:** Any aspect of the proposal for which the intent of the Offeror is unclear because there may be more than one way to interpret the offer or because inconsistencies in the offer indicate that there may be an error, omission or mistake.

d. The Government intends to award a contract without discussions with Offerors, but reserves the right to conduct discussions if determined to be necessary in the best interest of the Government. If the number of proposals received exceeds what can reasonably be evaluated by the Government within existing resource constraints, the Contracting Officer may establish a competitive range that limits the number of proposals to the greatest number that will permit an efficient competition amongst the most highly rated proposals.