

REQUEST FOR PROPOSAL (RFP)

GSC-QF0B-15-32959

USCYBERCOM Support Contract

in support of:

United States Cyber Command (USCYBERCOM)



Issued to:

All Contractors performing work under NAICS code 541511

Conducted under FAR Part 15

Issued by:

The Federal Systems Integration and Management Center (FEDSIM)

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SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 GENERAL

This acquisition is being conducted under Federal Acquisition Regulation (FAR) Part 15 to establish a Multiple Award, Indefinite Delivery, Indefinite Quantity (MA-IDIQ) contract for the United States Cyber Command (USCYBERCOM). The contractor shall provide all management, supervision, labor, facilities, and materials necessary to perform on a Task Order (TO) basis. Hereafter, the USCYBERCOM IDIQ will be referred to as the Basic Contract while TOs issued under the Basic Contract will be referred to as individual TOs. The TOs shall be performed in accordance with (IAW) all sections of the Basic Contract.

An acronym listing to support the Basic Contract is included in Section J (Attachment L).

B.1.1 CONTRACT TYPES

The USCYBERCOM Basic Contract is an MA-IDIQ contract for services based requirements in support of USCYBERCOM, and is available for use by the Cyber Mission Force (CMF), Service Cyber components, and Joint Force Headquarters (JFHQs).

The Basic Contract allows for all contract types at the TO level (e.g., Cost-Reimbursement (all types), Fixed-Price (all types), Time-and-Materials (T&M), and Labor-Hour (LH)). TOs may also combine more than one contract type (e.g., Firm-Fixed-Price (FFP)/Cost, FFP/LH etc.). Additionally, TOs may include incentives, performance-based measures, multi-year or option periods, and commercial or non-commercial items.

B.1.2 MINIMUM GUARANTEE AND MAXIMUM CEILING

The guaranteed minimum for each awarded Basic contract is \$2,500. The maximum dollar ceiling for each individual TO placed under the Basic Contract is \$300,000,000. There is no limit to the number of TOs that may be placed under this Basic Contract. The maximum dollar ceiling for this Basic Contract is \$460,000,000.

B.2 PRICES/COSTS

The Contractor shall furnish all personnel, material, services, and facilities to perform the requirements set forth in the Basic Contract.

B.2.1 TASK ORDER PRICING

The Basic Contract provides the Ordering Contracting Officer (CO) the flexibility to determine fair and reasonable pricing tailored to the TO requirement dependent upon level of competition, risk, uncertainties, complexity, urgency, and contract type. The Ordering CO has the authority and responsibility for the determination of cost or price reasonableness for each TO's requirements. Adequate price competition at the TO level, in response to a Task Order Request (TOR), is the preferred method of establishing fair and reasonable pricing.

The Ordering CO must identify the applicable contract type for all Contract Line Item Numbers (CLINs) in each individual TO.

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B.2.2 LABOR RATES

B.2.2.1 DIRECT LABOR

The term “direct labor” is defined as the technical, management, and support staff required to complete tasking on a project, along with appropriate load factors, and exclusive of any profit or fee.

B.2.2.2 LOADING FACTORS

The loading factors are those defined in the Contractor’s forward pricing rates, and include such items as overhead, fringe, general and administration (G&A), or any other elements of cost.

B.2.2.3 CEILING RATES

The term “Ceiling Rates” represents the maximum direct labor rates to be proposed and/or billed under this Contract. These ceiling direct labor rates apply to cost-reimbursable orders and proposals for fixed-price orders.

Ceiling rates do not govern T&M and LH TO proposals, as ceiling rates do not include fee/profit. However, ceiling rates will be used in the evaluation of T&M/LH TO proposals.

The ceiling rate should anticipate the maximum technical expertise needed over the life of the contract and is not necessarily bound by current staff.

B.2.2.4 COMPOSITE RATES

The term “composite rate” is defined as the average burdened hourly labor rate experienced by the Contractor for similar scope of work and shall be based on current personnel in labor category descriptions in Section J (Attachment B).

The composite rate is the average rate based on current staff and similar tasking.

B.2.2.5 SUBCONTRACTOR RATES

Subcontractor rates will be negotiated separately as TO awards require.

B.2.3 CONTRACT TYPES

B.2.3.1 FIXED-PRICE TASK ORDERS

Fixed price is defined under Federal Acquisition Regulation (FAR) Subpart 16.2, Fixed-Price Contracts.

B.2.3.2 COST-REIMBURSEMENT TASK ORDERS

Cost Reimbursement is defined under FAR Subpart 16.3, Cost-Reimbursement Contracts. FAR Part 30, Cost Accounting Standards Administration and FAR Part 31, Contract Cost Principles and Procedures, may apply to cost-reimbursement TOs.

The contractor shall have and maintain an acceptable accounting system that will permit timely development of all necessary cost data in the form required by the proposed contract type.

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The contractor may be required to submit a cost proposal with supporting information for each cost element, including, but not limited to, direct labor, fringe benefits, overhead, general and administrative (G&A) expenses, facilities capital cost of money, other direct costs, and fee consistent with its cost accounting system, provisional billing rates, forward pricing rate agreements, and/or Cost Accounting Standards (CAS).

Cost Reimbursement TOs shall only be used for the acquisition of non-commercial items.

B.2.3.3 INCENTIVE TASK ORDERS

Incentives are defined under FAR Subpart 16.4, Incentive Contracts.

B.2.3. TIME AND MATERIALS (T&M) AND LABOR HOUR (LH) TASK ORDERS

T&M and LH are defined under FAR Subpart 16.6, T&M and LH Contracts.

The contractor may provide separate and/or blended loaded hourly labor rates for prime contractor labor, each subcontractor, and/or each Division, Subsidiary, or Affiliate in accordance with the provisions set forth in FAR 52.216-29, Defense Federal Acquisition Regulation Supplements (DFARs) 252.216-7002, FAR 52.216-30, or FAR 52.216-31 at the TO level. The CO must identify which provision is applicable in the TO solicitation, and the contractor must comply with the provision.

T&M and LH TOs require the USCYBERCOM standardized labor categories and their associated rates to be identified in the TO proposal and award document.

Ancillary subcontract labor shall be proposed and awarded as Materials in accordance with FAR 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts.

B.3 BASIC CONTRACT ESTABLISHED SCHEDULE RATES

The Basic Contract includes the standard set of labor categories in Section J (Attachment B). The contractor's rates included in the Basic Contract Excel Cost Workbook in Section J (Attachment N) are hereby incorporated and made a material part of this contract

Basic Contract labor rates shall be established as "composite and ceiling rates" as defined within Sections B.2.2.3 and B.2.2.4. The ceiling rates contain the fully burdened hourly rates for work performed at any location within the US including Alaska and Hawaii excluding profit/fee.

The ceiling rates proposed are the maximum rates that will be invoiced at the TO level when billing against the Basic Contract labor categories when being invoiced by the prime in accordance with Section G.

Profit and Fee will be negotiated at the individual TO level.

B.4 INDIRECT RATES

Indirect rates include, but may not be limited to, indirect material handling rates, overhead rates, and G&A rates.

B.5 LONG DISTANCE TRAVEL

Long Distance Travel required in the performance of TOs issued under this contract shall be reimbursed at actual cost in accordance with the limitations set forth in FAR 31.205-46.

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Profit/fee shall not be applied to travel costs. Unless otherwise directed by TO terms and conditions, the contractor may apply indirect costs to long distance travel consistent with the contractor's approved accounting practices.

Local travel will not be reimbursed under TOs issued against the contract.

The Ordering CO must identify a not-to-exceed (NTE) long distance travel ceiling under a separate CLIN on the TO.

B.6 TOOLS AND ODCS

Tools and ODCs acquired under this contract will be on a cost-reimbursable basis. Unless otherwise directed by individual TO terms and conditions, the contractor may apply indirect costs and fee to Tools and ODCs consistent with the contractor's approved accounting practices.

B.7 SUBCONTRACTING

Subcontractor rates will be negotiated separately as TO awards require.

For non-commercial items, subcontracting shall follow the procedures set forth in FAR Part 44, Subcontracting Policies and Procedures. For commercial items, subcontracting shall follow the procedures set forth in FAR Part 12, Acquisition of Commercial Items.

SECTION C – DESCRIPTION OF WORK

C.1 BACKGROUND

On June 23, 2009, the Secretary of Defense directed the Commander of US Strategic Command (USSTRATCOM) to establish a sub-unified command, USCYBERCOM. The newly established USCYBERCOM developed a mission to plan, coordinate, integrate, synchronize, and conduct activities to: direct the operations and defense of specified Department of Defense (DoD) information networks (DODIN) and prepare to, and when directed, conduct full spectrum military Cyberspace Operations in order to enable actions in all domains.

USCYBERCOM is charged with accomplishing the following:

- a. Unifying existing cyberspace resources, creating synergy that does not currently exist, and synchronizing war-fighting effects to defend the information security environment
- b. Centralizing command of cyberspace operations in order to strengthen DoD cyberspace capabilities and integrate and bolster the DoD's cyber expertise
- c. Improving the DoD's capabilities to ensure resilient, reliable information and communication networks, counter cyberspace threats, and assure access to cyberspace
- d. Supporting the Armed Services' ability to confidently conduct high-tempo, effective operations, as well as, protect command and control systems and the cyberspace infrastructure supporting weapons system platforms from disruptions, intrusions and attacks.

USCYBERCOM accomplishes this by organizing supporting forces to achieve unity of effort across three lines of effort: protect and defend US cyberspace interests, project power in and through cyberspace, and partner with interagency and partner nations. Each line of effort is applied to three mission objectives: deter or defeat strategic threats to U.S. interests and infrastructure, ensure DoD mission assurance, and achieve Joint Force Commander objectives.

C.1.1 USCYBERCOM MISSION

USCYBERCOM conducts and synchronizes activities to: secure, operate, and defend the DODIN; attain freedom of action in cyberspace while denying same to adversaries; and, when directed, conduct full spectrum cyberspace operations in order to deter or defeat strategic threats to U.S. interests and infrastructure, ensure DoD mission assurance, and achieve Joint Force Commander objectives.

C.1.2 CURRENT ENVIRONMENT

Background information relating to each of the task areas below is detailed in Section J, Attachment Q.

“The 2015 DoD Cyber Strategy” provides additional background information related to the current strategic goals and objectives of USCYBERCOM.

C.1.3 JOINT DIRECTORATES

USCYBERCOM is comprised of 10 J-Directorates; their functions are as follows:

J0 - Chief of Staff: Provides enterprise-level staff leadership, strategic communications coordination, logistics requirements, Command information, business management, support, and enabling functions.

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J1 - Manpower & Personnel: Leads the Command in creating an integrated, agile, responsive, and ready cyber workforce capable of conducting full spectrum Cyberspace Operations.

J2 - Intelligence: Provides decision-quality, timely all-source intelligence which informs and enables USCYBERCOM across the full spectrum of military Cyberspace Operations.

J3 - Operations: Plans, coordinates, integrates, synchronizes, and conducts activities directing the operation and defense of the DODIN and, when directed, conducts full spectrum military Cyberspace Operations in order to enable actions in all domains, ensure U.S./Allied freedom of action in cyberspace, and deny the same to our adversaries.

J4 - Logistics: Provides integrated logistics capabilities enabling USCYBERCOM and components to achieve desired global effects.

J5 - Plans and Policy: Responsible for cyberspace strategies, policies, doctrine, deliberate plans, assessments, and partnerships.

J6 - Command and Control (C4) Systems and Information Technology (IT): Provides premier C4 and IT capabilities for USCYBERCOM to conduct full spectrum military Cyberspace Operations.

J7 - Joint Exercises and Training: Develops and prepares world-class fully capable cyber forces for the present and future, ready to conduct military operations, build partner capacity, and promote engagement through doctrine, education, training, exercises, simulation, wargames, and readiness.

J8 - Capability and Resource Integration: Guides the Planning, Programming, Budgeting, and Execution (PPBE) process in acquiring resources to satisfy mission requirements. Provides procurement and financial management services for effective expenditure of funding. Conducts analyses and assessments to ensure investments are balanced to achieve maximum benefit.

J9 - Advanced Concepts and Technology: Drives delivery of Tactics, Techniques, and Procedures (TTPs) and corresponding material capability solutions designed to meet USCYBERCOM and Combatant Command (CCMD) cyberspace requirements across full spectrum Cyberspace Operations.

C.2 SCOPE

The scope of this contract includes services and associated tools needed to support USCYBERCOM's mission. It is a broad scope of cyberspace support services including new and emerging technologies which will evolve over the life of the contract.

The scope of these requirements includes capabilities, knowledge, and expertise in the full range of technologies, Cyberspace Operations, joint operation planning, training and exercises, and business areas needed to support USCYBERCOM's operational mission, which extends throughout the CMF, Service Cyber Components, and JFHQs. In addition, the scope includes all-source intelligence, research and development, test, and evaluation services.

These services may be required throughout the United States, its territories and possessions and in foreign countries.

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C.3 OBJECTIVE

The objective of this requirement is an IDIQ contract dedicated to providing mission support services to USCYBERCOM, CMF, Service Cyber Components, and JFHQs. These required core disciplines include the following:

- a. Business Area Support and Project Management
- b. Cyberspace Operations
- c. Cyberspace Planning
- d. All-Source Intelligence
- e. Capability Management and Development
- f. Cyberspace Training and Exercises
- g. Information Technology (IT)/Communications (COMMS)
- h. Strategy/Policy/Doctrine Development and Campaign Assessments
- i. Engagement Activities
- j. Security

C.4 CORE DISCIPLINES

The following describes the services required for each core discipline. The specific support requirements will be the subject of fully defined TOs that will be executed and administered in accordance with the terms and conditions defined in the Basic Contract and TO. The evolving responsibilities of USCYBERCOM may require additional support for responding to cyber events that are not known at this time. High quality products and services delivered in a timely and cost-effective manner will be the primary criteria for the work performed under the Basic Contract. The specific application of these criteria will be supplied with the individual TOs. All core disciplines within the scope of this Basic Contract and at the individual TO level require coordination and collaboration with other contractors in order to be performed effectively. Particularly in the case of responding to a specific threat, all personnel involved, including contractors, will be integrated to produce results quickly. Quick response times required to counter threats are unique to the domain of warfare and require tightly coupled integration for mission success. The following core disciplines are vital to enabling USCYBERCOM mission success.

C.4.1 CORE DISCIPLINE 1 – BUSINESS AREA SUPPORT AND PROJECT MANAGEMENT SUPPORT

The business area support core discipline is defined as support to enable an efficient and effective work environment within and across all Directorates, including Government, military, and contractor personnel, and with JFHQs subordinate headquarters, Service Cyber Components, CCMD, components and agencies with cyber-related missions.

C.4.1.1 SUB CORE DISCIPLINE 1 – ADMINISTRATIVE SUPPORT

Administrative Support includes general office support; coordination between organizations for day-to-day operations; scheduling and coordinating meetings, visits, conferences, and events;

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preparing, processing, and tracking correspondence; preparing meeting minutes and meeting notes; preparing briefings; conducting data collection and reporting; conducting workflow/project tracking; and tracking action items. The Government also requires support for providing specialized administrative support in offices throughout USCYBERCOM such as the Command Section, Public Affairs Office, Records Management Office, Publications Management Office, Knowledge Management Office, and the History Office.

Administrative Support also includes providing support to cyber exercise planning conferences including Joint Worldwide Planning Conference, Joint Event Life Cycle (JELC) planning conferences (Concept Development Conference, Initial Planning Conference, Main Planning Conference, Final Planning Conferences), and Master Scenario Events List (MSEL) Development Conference. Conference design, facilitation, and analysis also fall under this core discipline.

This sub core discipline includes support providing routine administrative and clerical assistance, such as receiving/screening telephone calls and visitors. For example, support includes, but is not limited to, the following:

- a. Responding to routine, non-technical requests for information; scheduling appointments; making arrangements for conferences, meetings, and presentations, including location, schedule, and agenda; and coordinating all other arrangements with staff/participants
- b. Providing specialized Administrative Support to USCYBERCOM Joint Directorates, organizations and special staff offices such as the Legislative Affairs Office, Public Affairs Office, Command Secretariat, Command Engagements/Visits, Inspector General, and the Commander's Action Group
- c. Assisting with office procedures, Command protocol, correspondence, messages, reports, forms, filing, mail, training, travel security, personnel procedures, and preparation for office moves
- d. Composing routine/non-technical correspondence and preparing reports, and making content contributions and corrections to internal Command administrative/clerical correspondence or other appropriate subjects
- e. Providing support to initiate travel arrangements, complete travel orders, and prepare vouchers for Command leadership
- f. Preparing PowerPoint presentations in support of management briefings

Supporting this core discipline may require contractors to work within Government-provided software packages with emphasis on the Defense Travel System, Microsoft Word, Microsoft Excel, Microsoft PowerPoint, and Microsoft SharePoint 2010, 2013, and later upgrades or additional software based upon the requirements in individual TOs.

Support for this core discipline also includes providing administrative and clerical expertise to support the achievement of operations and research objectives, information analysis, exercise and training development, and implementation of training objectives. For example, support includes maintaining Microsoft SharePoint and shared file locations for knowledge management of documentation and office-related information. This core discipline also includes providing administrative support for exercise and training design, planning, preparation, execution,

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analysis, evaluation, and reporting; Joint Training Plans and After-Actions Programs development; and individual, team, and collective mission area training.

Administrative Support services may also include providing administrative coordination activities for obtaining spaces to accommodate meetings, working groups, events, conferences, conference support, materials required to support such events, and the IT and audio/visual/video teleconferencing (VTC) services and equipment that may be needed at the unclassified, secret, and top secret (TS) levels.

C.4.1.2 SUB CORE DISCIPLINE 2 – KNOWLEDGE MANAGEMENT

Knowledge Management support services include providing technical expertise to support USCYBERCOM Directorates and the Chief Knowledge Officer (CKO) to formulate and implement Knowledge Management strategies, policies, processes and procedures to enable USCYBERCOM to create, share, and maintain records in accordance with the DoD Knowledge Management Policy requirements.

DoD Knowledge Management services also include the maintenance and utilization of Knowledge Management communication and collaboration tools to capture, reuse, and transfer Command knowledge efficiently and effectively. Knowledge Management support will be required across all network domains. Additional background information is provided in Section J (Attachment Q).

C.4.1.3 SUB CORE DISCIPLINE 3 – RECORDS MANAGEMENT

The contractor shall provide Records Management support in accordance with the Executive Office of the President Memorandum M-12-18, *Managing Government Records Directive*, 24 August 2012, DOD 5015.02-STD, and DOD 5015.2-STD (2007). For example, this support shall include identifying, prioritizing, storing, securing, preserving, retrieving, tracking, and archiving records. Additional background information is provided in Section J, Attachment Q.

Records Management is defined as providing technical expertise to support the formulation of Records Management strategies and policies to enable USCYBERCOM to create and maintain records in accordance with the DoD Record Management Policy requirements and to document the roles and responsibilities of USCYBERCOM in the conduct of its mission. Furthermore, Records Management includes assisting the Chief of Command Secretariat, Command Publications Manager, and several directorates within USCYBERCOM with the development and maintenance of a Command Publications Library as appropriate on the three network domains. Support shall include accounting for work product history in conjunction with the record.

C.4.1.4 SUB CORE DISCIPLINE 4 – BUSINESS PROCESS REENGINEERING

Business Process Reengineering is defined as providing Enterprise Business Transformation expertise, including Lean Six Sigma and Process Change Management methodology, to support the CKO in analyzing current USCYBERCOM workflows and processes to identify process inefficiencies and areas of improvement, reduce redundancy, and re-engineer applicable processes to increase efficiency. Additional background information is provided in Section J, Attachment Q. This core discipline includes, but is not limited to, the following services:

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- a. Developing approaches for improving organizational performance and the activities needed to implement new or revised business or functional processes arising from business process reengineering undertakings
- b. Identifying the necessary development and/or integration of IT to enable improvements in processes
- c. Providing technical expertise to ensure approved solutions to re-engineer processes are implemented and their effectiveness is measured against current processes
- d. Revising performance measures in alignment with new business processes

C.4.1.5 SUB CORE DISCIPLINE 5 – LOGISTICS

Logistics support is defined as providing Logistics planning and management expertise for obtaining and managing facility and space requirements, as well as the supply and the planning and executing movements of materials and the transportation required. Logistics includes obtaining offsite facilities as needed for the conduct of crisis action planning, simultaneous planning events, cyber event management, and planning for periods of non-disruption and continuity of operations. Additional background information is provided in Section J, Attachment Q.

The support for this core discipline includes providing management logistical oversight for facility management and asset management. This support includes utilizing existing Government proprietary systems/protocols for automation purposes of asset management and equipment tracking within Government-owned Sensitive Compartmented Information Facilities (SCIFs) in the local travel area and within satellite facilities. For example, logistics support includes, but is not limited to, the following:

- a. Providing support in management of Government-owned SCIFs in multiple locations
- b. Managing the flow of resources between the point of origin, procurement, configuration management, and through disposal, to include purchasing, handling, controlling, and transportation of material and other property
- c. Maintaining proper retention of logs, files, and supporting documentation for all movement of materials
- d. Communicating and coordinating with all parties involved in materials movements

Support for this core discipline includes assisting the Government in managing the development of upgrades and system improvements, tracking and reporting material, establishing and maintaining material handling procedures, and providing asset management, configuration management, and scheduling. Logistics Support also includes developing and managing power/space/cooling requests, and Baseline Exemption Requests (BERs). The contractor's Logistics Support shall adhere to and be provided in accordance with Federal and DoD policy.

C.4.1.6 SUB CORE DISCIPLINE 6– PROJECT ANALYSIS

Project Analysis is defined as providing technical expertise to assist with the following Project Analysis functions to ensure proper and efficient execution and performance of programs, and that capabilities are successfully developed and acquired to meet USCYBERCOM's requirements. These requirements include, but are not limited to, the following:

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- a. Tracking and analyzing the status of programs fulfilling USCYBERCOM requirements for remaining within scope, within budget, and on schedule, while mitigating risks
- b. Maintaining program information and status of ongoing program activities
- c. Analyzing and refining initial user needs and assist in defining requirements
- d. Analyzing validated and prioritized requirements to manage timelines and risks
- e. Assisting with validating and prioritizing requirements
- f. Collaborating with teams managing related and dependent requirements to maintain status of collective progress
- g. Supporting execution and delivery of capabilities to end-users
- h. Providing lifecycle support to close out capability development and implementation
- i. Analyzing project risks and developing risk mitigation plans
- j. Developing courses of action to fulfill gaps and requirements
- k. Conducting analysis of programs, managing deliverables, and preparing graphs, tables, diagrams, and presentations to present analysis conclusions and recommendations

Project Analysis support is also defined as assisting the USCYBERCOM with proper and efficient execution of programs, requirements identification and definition, and course of action development for the integration, management, and sustainment of Offensive Cyberspace Operations (OCO) and Defensive Cyberspace Operations (DCO) capabilities, and efforts to secure, operate, and defend the DODIN.

Project Analysis support includes, but is not limited to, providing support to prepare, review, and update program documentation and status in support of milestone decisions, leadership, and external reviews. Project Analysis support also includes assisting with organizing and preparing for program meetings and conferences.

Project Analysis support includes preparing white papers, graphs, tables, diagrams, and briefings to present analysis conclusions and recommendations. Support for the Project Analysis core discipline also includes, but is not limited to, the following:

- l. Developing methods for tracking program performance and refining project analysis processes, methods, and tools
- m. Maintaining program plans and coordinating with the program managers to ensure programs fulfill requirements upon delivery
- n. Developing and maintaining program files in accordance with records management processes

C.4.1.7 SUB CORE DISCIPLINE 7 – PROJECT MANAGEMENT

Project Management support is defined as assisting in the management of the project's scope, schedule, budget, and manage risk to ensure the accomplishment of project goals, as well as providing TO Project Management. Support includes, but is not limited to, developing project documentation, risk management documentation, plans, and project schedules. Project Management support includes tracking project status in Government-approved formats,

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evaluating operational and technical alternatives, and performing risk assessments. Support also includes identifying the project critical path and risk mitigation strategies.

Project Management support includes, but is not limited to, the following:

- a. Developing work breakdown structures and integrated master schedules
- b. Preparing charts, tables, graphs, and diagrams to assist in analyzing problems, project risks, and issues, and preparing project management plans, project documentation, and reports
- c. Coordinating schedules to facilitate completion of contract deliverables, briefings/presentations, and project reviews; performing analysis; and developing and reviewing project administrative operating procedures

C.4.2 CORE DISCIPLINE 2 - CYBERSPACE OPERATIONS

Cyberspace Operations support is defined as providing technical expertise to assist in the planning, coordination, and synchronization of OCO and DCO, and operation of the DODIN. Additional background information is provided in Section J (Attachment Q). At TO award, the Government will provide information concerning the training, format of the forms, and appropriate use of the tools, roles, and reporting procedures.

Cyberspace Operations support is also defined as providing technical expertise during the conduct of assessments of Cyberspace Operations, including the development and deliberate comparison of forecasted outcomes with actual events utilizing Measures of Effectiveness (MOE) and Measures of Performance (MOP) when determining progress toward desired end-states and satisfying objectives. Support for this core discipline includes participating in and contributing to the development of the Joint Operations Center (JOC) Emergency Action Procedures in preparedness to defend the nation through inter-agency emergency cyber procedures. Support for this core discipline shall also entail surge support in the occurrence of a crisis action matter. The surge support shall participate in activities to respond to a crisis action matter and unknown cyber threats. The duration of surge support during the period of performance may or may not be determined by USCYBERCOM at the time of occurrence.

Cyberspace Operations support also includes:

- a. Assisting in providing maneuver, fires, and effects through the application of capabilities in and through the cyberspace domain
- b. Supporting USCYBERCOM in the creation and dissemination of orders and directives to provide guidance to the DoD
- c. Conducting critical and technical research and analysis to define Commander's Critical Information Requirements (CCIR), Priority Intelligence Requirements (PIR), and Essential Elements of Friendly Information (EEFI) for reporting cybersecurity incidents
- d. Contributing technical expertise to develop TTPs for conducting Cyberspace Operations, measures, and countermeasures and supporting their implementation
- e. Developing and implementing incidence reporting, event handling, and secure configuration guidance to protect, mitigate, and remediate service outages and adversarial activities; and assisting with USCYBERCOM's efforts in the DoD and whole

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of Government by contributing to the development of policies, doctrine and processes, courses of action, the Situational Awareness Report (SAR), and input for the National Defense Authorization Act (NDAA) 935 report

- f. Providing assistance and input to the maneuver, fires, and effects planning process through the application of capabilities in and through the cyberspace domain

Services that are included in the Cyberspace Operations core discipline also include providing technical expertise to assist in fulfilling USCYBERCOM's responsibilities to the Joint Information Environment (JIE) initiative by identifying requirements and Concept of Operations (CONOPS) that focus on the execution of DODIN Operations and DCO-IDM, in addition to assisting in the development, synchronization, integration, and assessment of operational standards in support of achieving the JIE end-state.

C.4.3 CORE DISCIPLINE 3 - CYBERSPACE PLANNING

Cyberspace Planning support is defined as providing comprehensive strategic operational planning support to USCYBERCOM. This includes organizing the work of the Commander, staff, subordinate/supporting Commanders and partners to develop effective plans and orders; synchronizing planning for Cyberspace Operations in coordination with other combatant Commanders, the Services, and others as directed; transforming national strategic objectives into activities; and providing options, identifying resources, and identifying and mitigating risks. It also includes efforts to plan, manage, and integrate the USCYBERCOM and Cyber National Mission Force (CNMF) joint exercise and training programs and after-action processes to achieve and sustain USCYBERCOM mission-essential task proficiency. Additional background information is provided in Section J (Attachment Q).

Support for this core discipline includes, but is not limited to, providing in-depth deliberate planning expertise, planning support during rapidly developing situations, and plans and orders development for current and future operations. It also includes supporting USCYBERCOM in the development of policy, plans, processes, procedures, and governing directives for securing, operating, and defending the DODIN and projection of power through cyberspace. The contractor shall provide input to address shortfalls, prioritize and validate requirements, and be prepared to modify development planning efforts based on the changing cyberspace environment.

- a. **Deliberate Planning** includes the management and implementation of the Adaptive Planning Process from strategic guidance to completion of USCYBERCOM level one through level four contingency plans, synchronization of USCYBERCOM's missions into plans through internal and external collaboration, and coordination with all mission partners. Deliberate Planning encompasses the preparation of plans that occur in non-crisis situations.
- b. **Crisis Action Planning** is defined as providing technical input and content recommendations to assist in short-term crisis action plans through internal and external collaboration and coordination with all mission partners. Support includes assisting with Crisis Action Planning and the development of all orders and plans to meet time-sensitive event horizons.
- c. **Future Operations Planning** is defined as providing technical input and content recommendations to assist in future operations plans through internal and external

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collaboration and coordination with all mission partners. Support includes assisting with Future Operations Planning and the development of all orders and plans to meet mid-range time horizons.

- d. **Joint Operational Planning** support includes, but is not limited to, providing technical expertise to assist with the development of operational plans that contain a variety of viable cyberspace options, including following the Joint Operation Planning Process (JOPP) of planning initiation, mission analysis, courses of action (COA) development, COA analysis war gaming, COA comparison and approval, and plan or order development.
- e. **National Mission Team/Execution Planning** support includes, but is not limited to, providing technical and joint planning expertise to assist with the development of tactical joint operational plans in coordination with higher headquarters, mission partners, and tactical teams. Support for this functional area also includes assisting with future operations and mission planning for the development of tactical-level plans and execution of orders.
- f. **Joint Exercise and Training Planning** support includes, but is not limited to, comprehensive strategic planning support to USCYBERCOM to plan, manage, and integrate the USCYBERCOM and CNMF joint exercise and training programs and after-action processes to achieve and sustain USCYBERCOM mission-essential task proficiency.

C.4.4 CORE DISCIPLINE 4 – ALL-SOURCE INTELLIGENCE

All-Source Intelligence analysis is defined as support for planning efforts, from strategic to the tactical level. This discipline area shall include conducting research and analysis, collection management, indications and warning, targeting, imagery analysis, signals intelligence analysis, joint intelligence preparation of the battlespace, and crisis planning to standing and deployed cyberspace forces engaged in operations. Additional background information is provided in Section J (Attachment Q). Support for this core discipline includes, but is not limited to, screening All Source Intelligence reporting, accessing and summarizing evaluated and previously unevaluated information, discriminating threat information from All Source Intelligence into actionable intelligence, and disseminating warning and threat analysis for real-world contingencies. Support also includes researching all source reporting to produce predictive and current finished intelligence products and coordinating all analytical products and support national level organizations and theater staffs for dissemination across tactical, operational, and strategic environments. All-Source Intelligence support also includes communicating factual information clearly and concisely, both orally and in writing, often under pressure and tight deadlines.

Services in support of All-Source Intelligence include, but are not limited to, the following:

- a. Analyzing All Source Intelligence information to produce assessments, reports, articles, threat analyses, special studies etc., responsive to user needs, and complying with suspense dates for draft and final products
- b. Maintaining all source databases on area of responsibility, and using multiple source intelligence tools to perform all source threat force analysis

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- c. Analyzing and fusing reports from multiple intelligence sources (Human Intelligence (HUMINT), Signals Intelligence (SIGINT), Imagery Intelligence (IMINT), Measurement and Signatures Intelligence (MASINT), Open Source) to provide intelligence preparation of the battlespace, target development, and early warning of emerging threats
- d. Screening and researching all source reporting, accessing and summarizing previously unevaluated information, and discriminating threat information into actionable intelligence
- e. Monitoring all sources of intelligence to ensure adequacy of coverage and timeliness of assessments, and tasking incoming Requests for Information (RFIs) to appropriate cyberspace division
- f. Identifying intelligence gaps and requesting solutions via collections process

C.4.5 CORE DISCIPLINE 5 - CAPABILITY MANAGEMENT AND DEVELOPMENT

Capability Management and Development is defined as providing technical assurance, engineering and architecture analysis, and research for the creation and updating of system architectures' initial capability documents, capability development documents, capability production documents, and engineering guidance documents (standards, specifications, technical architectures, systems). Additional background information is provided in Section J (Attachment Q). Support for this core discipline includes conducting tests and evaluations to support the analysis and testing of cyber-related capabilities.

Tasks in support of Capability Management and Development include, but are not limited to, the following:

- a. Researching, developing, demonstrating, integrating, and testing innovative technology in support of cyberspace threat defense and management in an effort to facilitate proactive development and testing of cyberspace offensive and defensive capabilities
- b. Evaluating and validating sensor system performance capabilities and effectiveness, assessing risk, and determining operational feasibility and benefits of USCYBERCOM's systems or technology prototypes, to include recommending assessments of system performance, identifying deficiencies, and investigation of physical science phenomena
- c. Providing IT support and performing studies, analyses, and experimentation in both laboratory and non-laboratory environments. When supporting Research, Development, Test, and Evaluation (RDT&E) tasks, the contractor shall address, at minimum, any life cycle phase(s) and include science and technology efforts.
- d. Evaluating unproven technology applications, identifying potential risks, and documenting and submit results in support of evaluation findings
- e. Providing drawing support services
- f. Participating in technical reviews and meetings in support of capability management and development activities

Support for this core discipline also includes providing technical expertise and collaborating with USCYBERCOM and its partners to identify and capture capability development requirements. Service in support of this core discipline includes developing artifacts for capability development

SECTION C – DESCRIPTION OF WORK

requirements, including white papers and CONOPs. Support for Capability Management and Development also includes providing technical expertise and participating in activities to identify courses of action for fulfilling capability development requirements, and collaborating with stakeholders to determine the best course of action. Support also includes conducting requirements decomposition and requirements elicitation activities for capability development efforts. Services to be supported also include, for example, providing technical expertise during participation in program reviews to ensure the capability development program is fulfilling the requirement.

Additional tasks in support of Capability Management and Development include, but are not limited to, the following:

- g. Supporting the capability management and development process by coordinating with Intelligence Community (IC) tool developers, the CMF tool developers, and other weapon/tool/capability providers and submitting data on cyber capabilities, and reviewing, analyzing, and maintaining data provided by end users and developers on operational cyber capabilities and associated data
- h. Conducting cyber capability analysis to pair operational requirements with cyber capabilities
- i. Providing technical input for the development of requirements and support the development of both offensive and defensive cyberspace capabilities to achieve USCYBERCOM goals, and for achieving situational awareness and a common operating picture of activities happening in cyberspace
- j. Supporting the Government in providing situational awareness of cyber incidents, health, performance, availability, and reliability of the DODIN

C.4.6 CORE DISCIPLINE 6 – CYBERSPACE TRAINING AND EXERCISES

Cyberspace Training and Exercises support is defined as providing technical expertise for the development and assessment of Cyberspace Training and Exercise programs. These programs provide for and enhance the quality for, and of, the Cyber Forces in support of command mission objectives. Cyberspace Training and Exercises also includes supporting the creation of sustainable, repeatable training programs to meet this demand. Additional background information is provided in Section J (Attachment Q).

Services in support of the Cyberspace Training and Exercises discipline include providing comprehensive cyber training and exercise support for USCYBERCOM to plan, manage, conduct, and integrate the cyber training and exercise programs. This includes identifying, tracking, and resolving issues impacting training, exercises, and daily operations. Services in support of this core discipline also include assisting in the analysis of training requirements in order to ensure that both individual members and cyber teams are adequately trained and prepared to maintain the requisite level of readiness.

C.4.6.1 SUB CORE DISCIPLINE 1 – CYBERSPACE TRAINING

Support of the Cyberspace Training sub core discipline includes assisting in the analysis of the training curriculum, performance objectives, training plans, certification standards, exercise objectives, and evaluation standards. For example, as part of the analysis, contractors shall

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project future performance objectives and assist with the development of training plans and materials to support Joint Cyber Training objectives in order to ensure Command personnel possess the necessary skills required to accomplish their missions.

Services that are included in support of the Cyberspace Training sub core discipline include, but are not limited to, the following:

- a. Providing facilitators and instructors for cyberspace curriculum planning, development, scheduling, delivery, assessment, evaluation, and maintenance
- b. Assisting in preparing instructors to facilitate USCYBERCOM training requirements, coordinating with, and assisting in preparing, Government instructors and guest speakers for delivery of curriculum training modules, and preparing materials for course delivery
- c. Developing and maintaining joint standards and assessing and documenting readiness of individuals, teams, and units against joint standards
- d. Assessing training curriculum and courses to ensure an emphasis on the application of skill with opportunities for students to demonstrate the attainment of the learning objectives
- e. Developing and integrating updates to the curriculum. Requirements for updates will come as a result of feedback from student evaluations as well as Government input, or the contractor's suggested alterations.
- f. Preparing to support Mobile Training Teams (MTT) that will be utilized to instruct curriculum for an average of a two-week period. Coordinate MTT training schedules, locations, instructors, and course materials.
- g. Assisting with continuous performance improvement and standardization efforts based on future capabilities needs, alternate approaches, flexible applications, and adversary modifications
- h. Assisting in the maintenance of training requirements to ensure accuracy and timeliness of records
- i. Assisting in the training waiver process through facilitation of the process and coordination with individuals for completeness of documentation
- j. Assisting with maintaining training schedules, enrollments, and associated travel plans
- k. Assisting with and conduct cyber training across USCYBERCOM to support the cyber training program
- l. Creating call out messages (e.g., CONOPs and Orders) for Government review and processing
- m. Developing COAs in response to training objectives
- n. Assisting with facilitating the establishment of training environments to includes a next-generation CMF Persistent Training Environment (PTE)
- o. Designing, developing, and maintaining registration websites, and portals providing course information and materials

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C.4.6.2 SUB CORE DISCIPLINE 2 – CYBERSPACE EXERCISES

The Cyberspace Exercises, war games, and Table Top Exercises (TTXs) that occur regularly throughout every fiscal year are anticipated as follows:

Type of Event	Estimated Number of Events per year	Average Number of Participants
Team Certification Events	9	50-60
CCMD Exercise Support	10-15	20-60
Cyber Knight or similar	9	50-60
Cyber Flag or similar	3 (2 mini & 1 full)	Mini = 50-60/Full = 800
Cyber Guard or similar	5 (4 mini and 1 full)	Mini = 50-60/Full = 500
Cyber Wargame	3	150
TTX	25	15-30

Cyberspace exercises support is defined as analyzing outputs stemming from USCYBERCOM exercises and supporting the development, architecture, and infrastructure capabilities of persistent training and test environments. Support for this sub core discipline includes providing technical input for the development of requirements of training and test environments including the physical infrastructure and facilities.

Services in support of this sub core discipline include, but are not limited to, collaborating with Command elements to implement objectives, priorities, and plans for the USCYBERCOM joint exercise program. Support also includes contributing to the development of exercises utilizing inputs from the Cyberspace Operations Planning process, and to focus on Joint Mission Essential Tasks (JMETs) for known and anticipated operational missions, capabilities, and improving of Command processes through lessons learned. Cyberspace Exercises shall simulate alternative operational scenarios and provide insights into how issues may play out in the real world and the real cyber world.

Services in support of the Cyberspace Exercises sub core discipline include providing research, analysis, and recommendations to conceive, develop, execute, and support Joint Event Lifecycle events including CCMD exercises, tabletop exercises, and scenario development/synchronization. Each year, USCYBERCOM will determine which CCMD exercises it will support.

Services in support of the Cyberspace Exercises sub core discipline include providing technical expertise and participating in the lifecycle events of conducting an exercise which include, but is not limited to, the following:

- a. Incorporating CCMD Training Objectives and/or Cyberspace Training Objectives into exercises, and participating in concept development conference/meetings
- b. Providing comprehensive cyber exercise support to USCYBERCOM to plan, manage, and integrate the USCYBERCOM and CNMF joint exercise and training programs and after-action processes to achieve and sustain USCYBERCOM mission-essential task proficiency

SECTION C – DESCRIPTION OF WORK

- c. Contributing to the development of Certification and Proficiency Standards, which are required for each of the CMF teams
- d. Designing, developing, and maintaining registration websites and portals providing exercise information and materials
- e. Participating in all phases of the JELC, including assisting with the development of objectives, storylines and themes, CONOPs, development of exercise scenarios, guidance documentation, rules of engagement, MSEL, exercise design documents, exercise orders and directives, supporting plans, exercise schedule, and exercise control plans
- f. Participating in, and refining materials that result from the initial planning, mid-planning, and final planning conferences.
- g. Participating in exercise hosting and system support activities, and coordinating the selection, acquisition, and accountability of hardware, software, and necessary software licenses for exercise execution. Contributing to the development of exercise floor-plans to include equipment, network, and floor plan design.
- h. Participating in the execution of exercises, including blue team/white cell participation
- i. Conducting exercise analysis, evaluation, review, assessment, after-action reporting
- j. Conducting post-exercise lessons learned studies and incorporate these in future exercises
- k. Providing technical expertise for the continuous development and refinement of exercises, wargames, and TTXs design constructs and concepts in order to continuously identify future manpower, organizational, technical, policy, and procedural requirements for the cyber environment

C.4.7 CORE DISCIPLINE 7 – INFORMATION TECHNOLOGY (IT)/ COMMUNICATIONS (COMMS)

The requirements for supporting the USCYBERCOM environment encompass the planning and implementation of hosting solutions for capabilities and the maintenance of technology solutions. Additional background information is provided in Section J (Attachment Q).

C.4.7.1 SUB CORE DISCIPLINE 1 - INTEGRATED TECHNOLOGY

Integrated Technology support is defined as providing technical expertise for the planning and engineering of enterprise architectures management, system configuration, system administration support, and system engineering support. Additional background information is provided in Section J (Attachment Q).

Examples of services in support of (ISO) the Integrated Technology sub core discipline include, but are not limited to, following:

- a. Performing specialized tests to support analysis and evaluation of technologies and systems
- b. Conducting test and evaluation planning; preparation, logistical, and transportation planning; prototype assessments in field environments; operating test instrumentation; and supporting remote testing, war game seminars, and capstone events

SECTION C – DESCRIPTION OF WORK

- c. Providing network, systems, and software engineering, analysis of system concepts, system design and interoperability, and providing recommendations for optimization
- d. Identifying and contributing to the development of IT/COMMS requirements, and provide expertise for determining the best course of action to fulfill IT/COMMS requirements. For example, the contractor shall be required to review and analyze development, production, and system support plans as well as participate in program reviews and make evaluations of technical performance and progress.
- e. Assisting the Government in the preparation of technical documents, specifications, and requirements for developmental projects, and making trade-off/best technical approach analyses. Examples of deliverables that shall be prepared are as follows: System Engineering Plans (SEPs), design plans, technical reports, and engineering studies.

Integrated Technology services also include providing comprehensive IT/COMMS support to USCYBERCOM to plan, manage, and integrate the USCYBERCOM and CNMF joint exercise and training programs and after-action processes to achieve and sustain USCYBERCOM mission-essential task proficiency. For example, the contractor shall provide technical assistance and data and information management for analysis, coordination, planning, execution, and after-action reporting.

An additional service in support of this sub core discipline includes, but is not limited to, providing technical expertise to support joint architectural and systems engineering analysis to validate that proposed Command, Control, Communications, and Computers (C4) designs can be fully integrated with existing, projected, and targeted Information System (IS) enterprise architectures, and that they facilitate effective communications and authorized exchange of information. This is to ensure effective implementation of Cyberspace Operations employed by multiple DoD program community partners and the synchronization of DoD CIO policy directives with the operational community.

An additional example of the support required under this core discipline includes providing technical expertise and participate in JIE working groups, systems, and network engineering activities, and providing analysis and input to the architecture development efforts supporting JIE and JFHQ–DODIN (e.g., JIE Operations Center Reference Architecture).

Furthermore, support of this sub core discipline, includes performing the technical and administrative management of USCYBERCOM's Enterprise IT Service Desk. To ensure non-disruptive and secure operation of USCYBERCOM's Enterprise IT, the contractor shall serve as a point of contact in managing and responding to USCYBERCOM customer requests for IT support, and provide systems administration, configuration management, and web development support to USCYBERCOM web-based initiatives and functions in accordance with mission requirements.

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C.4.7.2 SUB CORE DISCIPLINE 2 – ASSET MANAGEMENT AND PURCHASING

Asset Management and Purchasing is defined as conducting vendor research and analysis and recommend IT equipment that best meet USCYBERCOM requirements. In addition, support for this sub core discipline is defined as initiating, facilitating, and participating in the IT purchasing process for acquiring and integrating IT/COMMS materials.

Services that are required under this Asset Management and Purchasing core discipline include, but are not limited to, the following:

- a. Coordinating the receipt of materials and accounting for the inventory of IT/COMMS materials, as well as confirming assets assigned to the contractor on a recurring 90-day basis
- b. Initiating the processes and obtaining requisite permissions for introducing new materials into the network. For example, the contractor shall coordinate with required parties and conduct network preparation activities for introducing new materials into the network.
- c. Remaining cognizant of license agreements and license expiration dates and conducting activities for their increase or decrease of users, renewal, or termination of program use. In addition, the contractor shall remain cognizant of spare equipment and initiate the IT purchasing process to ensure a spare part inventory.

C.4.7.3 SUB CORE DISCIPLINE 3 - CYBERSECURITY

This core discipline is defined as providing Cybersecurity in accordance with the implementation of DODI 8140.01 (August 11, 2015), and DODI 8510.01 (March 12, 2014), Risk Management Framework (RMF) for DoD IT, when determining whether to integrate a new capability into the existing infrastructure. Additional background information related to this core discipline is provided in Section J (Attachment Q).

Services required ISO the Cybersecurity core discipline include, but are not limited to, the following:

- a. Providing Cybersecurity expertise to identify/analyze vulnerabilities, determine threats, and assess risk to the DODIN
- b. Providing Cybersecurity technical input during the planning, development, and implementation of capabilities to secure, operate, and defend the DODIN
- c. Conducting analyses of assets, facilitating partner collaboration for situational awareness, and validating compliance of DoD security controls and policies
- d. Providing Cybersecurity input in the strategic, operational, and tactical planning, coordination, and synchronization of OCO, DCO, and DODIN operations
- e. Analyzing cyberspace vulnerabilities, threats, and incidents that affect the DODIN and providing mitigation/remediation strategies to reduce risk. Supporting the creation, dissemination, and tracking of orders and directives to provide guidance to the DoD community.
- f. Validating compliance of USCYBERCOM orders/directives and facilitating DoD standards/protocols compliance through inspection processes

SECTION C – DESCRIPTION OF WORK

- g. Conducting forensic analysis of compromised information systems and collaborating adversarial activities with the DoD community and partners

Services ISO the Cybersecurity core discipline also include, but are not limited to, contributing to the development of training materials and providing support to the training program for the USCYBERCOM Cybersecurity Workforce Improvement Program (WIP) to ensure an informed, alert, and security-conscious workforce in accordance with DOD 8570.01-M; and reviewing and providing recommendations to appropriate USCYBERCOM personnel for approval to update System Security Plans to aid in the Certification and Accreditation process.

The contractor shall support performance of monthly scans of USCYBERCOM's IT networks to ensure compliance with DOD/National Security Agency (NSA) Information Assurance Vulnerability Alerts (IAVA)/Security Technical Implementation Guides (STIG) and USCYBERCOM 5200-08 requirements.

C.4.8 CORE DISCIPLINE 8 – STRATEGY, POLICY, AND DOCTRINE DEVELOPMENT AND CAMPAIGN ASSESSMENTS

The Strategy, Policy, and Doctrine Development core discipline is defined as contributing to the research, analysis, development, and coordination of Strategy, Policy, and Doctrine for Cyberspace Operations at the national, DoD, U.S. Military Services, and Command level, and national Governmental non-DoD policy level. Additional background information related to this core discipline is provided in Section J (Attachment Q). Services ISO this core discipline include, but are not limited to, reviewing and monitoring incoming Strategies, Policies, Doctrine, orders, plans, Joint Concepts, CONOPs, concepts of employment, and white papers, and analyzing them and making recommendations to ensure correctness and consistency in language, use of doctrinal terms, and impacts to DoD and USCYBERCOM cyberspace strategy, policy, and doctrine objectives.

Additional examples of services ISO this core discipline include, but are not limited to, the following:

- a. Developing white papers, compliance reports and assessment reports in support of activities for defining Strategy, Policy, and Doctrine for authorities
- b. Providing input to the revisions of Strategy, Policy, and Doctrine based on the results of exercises, changes in higher-level guidance, Campaign Assessments, and operational lessons learned
- c. Participating in boards, committees, and working groups with DoD and Inter-Agency partners on matters related to cyberspace Strategy, Policy, and Doctrine.
- d. Supporting the routine assessment of the cyber environment along with the cyber capabilities, tools, and supporting policies for conducting Cyberspace Operations. Tools mandated by the DoD will be provided by USCYBERCOM.
- e. Contributing to the cyberspace policy framework review and revision by examining the current framework using accepted philosophies and models, and validating the applicability of the structure, or repudiating it by recommending more efficient and effective structure, which aligns existing guidance into subordinate DoD, Interagency, and national frameworks

SECTION C – DESCRIPTION OF WORK

- f. Providing technical expertise for Campaign Plan Assessments and conducting analysis. Through this analysis, the contractor shall identify obstacles that might be encountered in achieving military objectives identified in the campaign plan (e.g., sourcing of manpower, policy, authorities). The contractor shall develop plans in order to ensure that MOEs and MOPs are built into the plan in order to leverage during future assessments.

C.4.9 CORE DISCIPLINE 9 – ENGAGEMENT ACTIVITIES

Engagement Activities support is defined as conducting tasks associated with planning, coordinating, and preparing USCYBERCOM for meetings/conferences/visits with Allies, Services, Agencies, Commands, and other parties, to include visit coordination, logistics, and Command information packages. Additional background information related to this core discipline is provided in Section J (Attachment Q).

Services ISO this core discipline include, but are not limited to, the following:

- a. Participating in activities to ensure USCYBERCOM remains in coordination with the USSTRATCOM, and ensure collaboration with other CCMDs, and the Liaison Officers supporting the Lines of Operation (LOO) at various organizations
- b. Providing technical expertise to USCYBERCOM activities with the Joint Staff to capture cyber requirements, cyber training requirements, and to implement and refine interim guidance on the command and control of cyber forces
- c. Providing technical expertise to USCYBERCOM participation in Office of the DoD Chief Information Officer (CIO) engagements for developing policies and with various DoD components and agencies, and for identifying and prioritizing cyber requirements
- d. Planning and coordinating international and domestic partnership engagement activities based on DoD policy guidance and following DoD international agreements and security cooperation processes. This includes maintaining awareness of the policies impacting international and domestic partnership engagements and participating in engagement activities
- e. Collaborating and coordinating with other organizations during capability development efforts to ensure alignment of development with requirements and to avoid duplication of efforts

C.4.10 CORE DISCIPLINE 10 – SECURITY

The Security core discipline is defined as ensuring the Security compliance of organizations, the active promoting of USCYBERCOM Security policies and procedures, and the continual evaluation of the Security integrity of programs. In providing Security support, the contractor shall adhere to USCYBERCOM Security policies and procedures for the safeguarding of classified information.

The Security core discipline encompasses three distinct categories:

- a. Special Security Office (SSO)
- b. Integrated Joint Special Technical Operations (IJSTO)
- c. Alternate Compensatory Control Measures (ACCMs).

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C.4.10.1 SUB CORE DISCIPLINE 1 - SPECIAL SECURITY OFFICE (SSO) SUPPORT

The SSO ensures that USCYBERCOM affiliates are in compliance with the Security policies outlined in Command Policy Memorandum 2013-01 and all information is safeguarded in accordance with DOD Manual 5200.01 Volumes (1–4) - Information Security Program.

Examples of services in support of the SSO include, but are not limited to, the following:

- a. Providing specialized support, expertise, and products that facilitate the SSO activities and capabilities. The contractor shall have a strong understanding of applicable Federal orders, directives, and guidelines and assist in the review, interpretation, implementation, and application of Security directives, regulations, policies, and procedures.
- b. Providing Security technical expertise for the development of standard operating procedures (SOPs), utilizing the Joint Personnel Adjudication System (JPAS), and scheduling of indoctrination briefings and out-processing of personnel. For example, the contractor shall facilitate the transfer of database records to other databases.
- c. Assisting in monitoring personnel eligibility updates and cross-reference multiple repository databases to prevent unauthorized access to control systems and/or classified information. The contractor shall serve as a responder to messages to the Security Office, and may serve as a point of contact with other Government agencies and departments.
- d. Providing specialized expertise for all Security programs, to include Information Security, Personnel Security, Physical Security, Communications Security, TEMPEST, and Computer Security. For example, the contractor shall develop Security Management documentation (e.g., Security Operating Procedures, CONOPs, and Special Test Plans). For example, the contractor shall conduct Classification Management, Personnel Security (Program Access Request and Personnel File Management), Security Education, and Physical Security (classified destruction, facility inspection) activities.
- e. Ensuring relevant Security guidance is flowed to program management and Security personnel

C.4.10.2 SUB CORE DISCIPLINE 2 - INTEGRATED JOINT SPECIAL TECHNICAL OPERATIONS (IJSTO) / SPECIAL ACCESS PROGRAM (SAP) / ALTERNATE COMPENSATORY CONTROL MEASURES (ACCMS)

The contractor shall provide IJSTO/SAP/ACCM support in accordance with Chairman of the Joint Chiefs of Staff Instruction (CJCSI) 3120.08D, DOD Directive 5205.07, and Chairman of the Joint Chiefs of Staff Manual (CJCSM) 3213.02C, respectively. CJCSI 3120.08D provides guidelines for the utilization of capabilities within the Special Technical Operations arena. DOD Directive 5205.07. DOD Directive 5205.07

(<http://www.dtic.mil/whs/directives/corres/pdf/520507p.pdf>) outlines policy and responsibilities to manage and operate a joint process to ensure the Combatant Commanders and designated members of their staff are afforded knowledge of current and emerging SAP-protected systems, technologies, and methodologies as well as currently available SAP-protected weapon systems and end items appropriate to their missions. Finally, CJCSM 3213.02C provides guidelines for the use of ACCMs to support the Joint Staff Focal Point Program established to ensure need-to-know criteria during the handling of operationally sensitive information.

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Examples of services required for IJSTO/SAP/ACCM support include, but are not limited to, the following:

- a. Conducting daily maintenance and oversight activities of all IJSTO/SAP Security documents
- b. Providing specialized expertise support pertaining to all facets of the IJSTO administrative/security processes and associated IT and Hardware
- c. Conducting daily management and oversight activities of all IJSTO hardware including accountability and hardware operability assurance
- d. Coordinating with all IJSTO/SAP connectivity providers
- e. Preparing materials and participating in meetings and doctrinal exchanges pertaining to IJSTO, including in-process reviews, command decision briefings, doctrine review committees and doctrine conferences hosted by other services, higher headquarters, and agencies
- f. Providing technical support in development of innovative combat requirements. For example, the contractor shall contribute security inputs to operational planning teams.
- g. Supporting the SAP and ACCM environments
- h. Conducting security read-ins and read-outs and security briefings
- i. Managing administration and documentation of required security training requirements
- j. Collaborating with SAP and other special security managers for maintaining security records

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING AND MARKING

Packaging and marking of all deliverables must conform to normal commercial packing standards to assure safe delivery at destination. Additional requirements may be specified in each Task Order Request (TOR).

D.2 UNCLASSIFIED AND CLASSIFIED MARKING

Unclassified data shall be prepared for shipment in accordance with requirements set forth in the Order, or if none is specified, pursuant to industry standards. Classified reports, data, and documentation shall be prepared for shipment in accordance with requirements set forth in the Order, or if none is specified, pursuant to the National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M.

D.3 MARKINGS FOR ELECTRONIC DELIVERY

Electronic copies shall be delivered via email attachment. The contractor shall label each electronic delivery with the Basic Contract and TO Number and Project Title in the subject line of the email transmittal.

Packing, marking and storage costs shall not be billed to the Government unless specifically authorized in the TO.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 ACCEPTANCE 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 FEDSIM Basic Contract CO will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<https://www.acquisition.gov/far/index.html>

The following clauses apply at the Order level, as applicable, depending upon the contract type of the Order, or as specifically referenced in the applicable Order:

CLAUSE #	CLAUSE TITLE	DATE	FP	COST	TM/LH
52.246-2	INSPECTION OF SUPPLIES—FIXED PRICE	AUG 1996	X		
52.246-2	ALTERNATE I	JUL 1985	X		
52.246-2	ALTERNATE II	JUL 1985	X		
52.246-3	INSPECTION OF SUPPLIES—COST REIMBURSEMENT	MAY 2001		X	
52.246-4	INSPECTION OF SUPPLIES—FIXED PRICE	AUG 1996	X		X
52.246-5	INSPECTION OF SERVICES—COST REIMBURSEMENT	APR 1984		X	
52.246-6	INSPECTION—TIME-AND-MATERIAL AND LABOR-HOUR	MAY 2001			X
52.246-7	INSPECTION OF RESEARCH AND DEVELOPMENT—FIXED PRICE	AUG 1996	X		
52.246-8	INSPECTION OF RESEARCH AND DEVELOPMENT— COST REIMBURSEMENT	MAY 2001		X	
52.246-8	ALTERNATE I	APR 1984		X	
52.246-9	INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM)	APR 1984	X	X	
52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB 1999	X	X	X
52.246-15	CERTIFICATE OF CONFORMANCE	APR 1984	X	X	X
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984	X		

Quality Assurance

Inspection and quality assurance (QA) activities will be conducted by the Government on all deliverables provided by the contractor under this contract. This includes, but is not limited to, documentation, training, cyber and IT support services and installed IT and COMMS equipment.

SECTION E - INSPECTION AND ACCEPTANCE

Nonconforming Products or Services

Nonconforming products or services will be rejected. The contractor shall maintain as part of the performance record of the contract, records of the following:

1. The number and types of deficiencies found; and
2. Decisions regarding the acceptability of processes, products and corrective action procedures.

Quality Assurance Surveillance Plan (QASP)

The Government will use the attached QASP in Section J (Attachment H) to monitor performance at the individual TO level. The FEDSIM COR will complete QA monitoring forms used to document the inspection and evaluation of the contractor's work performance monthly, at minimum. Government surveillance may occur under the inspection of services clause for any service relating to the contract.

SECTION F – DELIVERABLES OR PERFORMANCE

F.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

The following clauses shall apply unless otherwise designated at the Order level. 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 FEDSIM Basic Contract CO will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<https://www.acquisition.gov/far/index.html>

The following clauses apply at the Order level, as applicable, subject to specific delivery and performance requirements as set forth in the applicable Order.

CLAUSE #	CLAUSE TITLE	DATE	FP	COST	TM/LH
52.211-8	TIME OF DELIVERY	JUN 1997	X	X	X
52.211-8	ALTERNATE I	APR 1984	X	X	X
52.211-8	ALTERNATE II	APR 1984	X	X	X
52.211-8	ALTERNATE III	APR 1984	X	X	X
52.211-9	DESIRED AND REQUIRED TIME OF DELIVERY	JUN 1997	X	X	X
52.211-9	ALTERNATE I	APR 1984	X	X	X
52.211-9	ALTERNATE II	APR 1984	X	X	X
52.211-9	ALTERNATE III	APR 1984	X	X	X
52.211-11	LIQUIDATED DAMAGES – SUPPLIES, SERVICES OR RESEARCH AND DEVELOPMENT	SEP 2000	X		
52.242-15	STOP-WORK ORDER	AUG 1989	X	X	
52.242-15	ALTERNATE I	APR 1984		X	
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984	X		
52.247-34	F.O.B. DESTINATION	NOV 1991	X		
52.247-35	F.O.B. DESTINATION WITH CONSIGNEES PREMISES	APR 1984	X		

F.2 PERIOD OF PERFORMANCE

The ordering period for Basic Contract is a term of five years.

The period of performance for each TO awarded under the Basic Contract shall be specified in the TO. Order options, if included at initial issuance of the Order, may be exercised after the expiration date of the Basic Contract. Notwithstanding anything to the contrary above, a multi-year Order placed under the Basic Contract must be consistent with FAR Subpart 17.1 and any applicable funding restrictions.

F.3 PLACE OF PERFORMANCE

The place of performance will be specified in each individual Order.

SECTION F – DELIVERABLES OR PERFORMANCE

F.4 DELIVERABLES

The following table contains deliverables required under the Basic Contract. Individual Orders will have additional deliverables specified in each Order. The Government does not waive its right to request deliverables under the Basic Contract, even if such requirements are not specifically listed in this table.

The following abbreviations are used in this schedule:

NLT: No Later Than

TOA: Task Order Award

All references to days: Government Workdays

Deliverables are due the next Government workday if the due date falls on a holiday or weekend.

The contractor shall deliver the deliverables listed in the following table:

MILESTONE/DELIVERABLE	REFERENCE & DESCRIPTION	FREQUENCY
Public Release of Contract Documents, Redacted Version of Basic Contract	F.5	Within 10 workdays of award of the Basic Contract and each modification
Problem Notification Report	F.6	If applicable, the contractor shall provide notice in accordance with Section F.6
Contractor Key Personnel Substitution	G.2 If a substitution occurs, provide notification	Within 5 calendar days of the substitution
Subcontracting Reports	Section J, Attachment P	Within 30 calendar days after the close of each annual reporting period
Mergers, Acquisitions, Novations, and Change-of-Name Agreements	G.4.1	Copy of SF 30 and other applicable documents within 45 calendar days of finalization
Forward Pricing Rate Agreements (FPRA), Forward Pricing Rate Recommendations (FPRR) and/or Approved Billing Rates	G.4.2 If applicable, correspondence and audit reports from DCAA/Defense Contract Management Agency (DCMA) or other cognizant auditing entity that updates the current status	Within 30 calendar days after the update

SECTION F – DELIVERABLES OR PERFORMANCE

MILESTONE/DELIVERABLE	REFERENCE & DESCRIPTION	FREQUENCY
Cost Accounting Standards (CAS)	H.7 If applicable, correspondence and audit reports from DCAA/DCMA that updates the current CAS Disclosure Statements, Administration of CAS, or Cost Accounting Practice Changes	Within 15 calendar days after the update
Approved Purchasing System	H.8 If applicable, correspondence and audit reports from DCMA or other cognizant auditing entity that updates the current status	Within 15 calendar days after the update

The contractor shall mark all deliverables listed in the above table to indicate authorship by contractor (i.e., non-Government) personnel; provided, however, that no deliverable shall contain any proprietary markings inconsistent with the Government's data rights set forth in this TO. The Government reserves the right to treat non-conforming markings in accordance with subparagraphs (e) and (f) of the FAR clause at 52.227-14. The contractor shall deliver the deliverables to the CO and COR listed in Section G.

F.5 PUBLIC RELEASE OF CONTRACT DOCUMENTS REQUIREMENT

The contractor agrees to submit, within ten workdays from the date of the CO's execution of the Basic Contract, or any modification to the Basic Contract (exclusive of Saturdays, Sundays, and Federal holidays), a portable document format (PDF) file of the fully executed document with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of the General Services Administration (GSA). The contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall explain why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the contractor in response to the contract requirement may itself be subject to disclosure under the FOIA. Submission of the proposed redactions constitutes concurrence of release under FOIA.

GSA will carefully consider all of the contractor's proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in such executed documents may be properly withheld.

SECTION F – DELIVERABLES OR PERFORMANCE

F.6 DELIVERABLES MEDIA

The contractor shall deliver all electronic versions by email and removable electronic media, as well as placing in USCYBERCOM's designated repository. The following are the required electronic formats, whose versions must be compatible with Microsoft Office versions utilized by USCYBERCOM.

Text	MS Word
Spreadsheets	MS Excel
Briefings	MS PowerPoint
Drawings	MS PowerPoint (preferred), MS Visio,
Schedules	MS Excel (preferred), MS Project

F.7 PLACE(S) OF DELIVERY

At the Basic Contract level, deliverables shall be delivered to the FEDSIM Basic Contract CO and FEDSIM COR listed in Section G.1.1.

At the individual TO level, unclassified deliverables and correspondence shall be delivered to the COR and USCYBERCOM Technical Point of Contact (TPOC) specified in individual TOs. Classified deliverables shall be delivered to the USCYBERCOM TPOC and notice of the delivery shall be provided to the Ordering CO and FEDSIM COR.

F.8 NOTICE REGARDING LATE DELIVERY/PROBLEM NOTIFICATION REPORT (PNR)

The contractor shall notify the COR and copy the TPOC via a Problem Notification Report (PNR) provided in Section J (Attachment C) as soon as it becomes apparent to the contractor that a scheduled delivery will be late. The contractor shall include in the PNR the rationale for late delivery, the expected date for the delivery, and the project impact of the late delivery. The COR will review the new schedule and provide guidance to the contractor. Such notification in no way limits any Government contractual rights or remedies including, but not limited to, termination.

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER’S REPRESENTATIVE (COR)

The FEDSIM Basic Contract CO will appoint a FEDSIM Basic Contract COR in writing for the Basic Contract using a COR Appointment Letter in Section J (Attachment A). The FEDSIM Basic Contract COR will provide no supervisory or instructional assistance to contractor personnel.

At the order level, the CO awarding each order under this Basic Contract (referred to as the Order or Ordering CO), may appoint a COR (referred to as the Order or Ordering COR) in writing for that order through a COR Appointment Letter that will be provided to the contractor upon award of the order (the OCO may use the format in Section J (Attachment A), or another format specified in the Order RFQ). The COR will receive, for the Government, all work called for by the Order and will represent the Ordering CO in the technical phases of the work. The Ordering COR will provide no supervisory or instructional assistance to contractor personnel.

The Basic Contract or Ordering CORs are not authorized to change any of the terms and conditions, scope, schedule, and price of the Basic Contract or the order. Changes in the scope of work will be made only by the Ordering CO by properly executed modifications to the Order, or by the FEDSIM Basic Contract CO, by modification to the Basic Contract.

G.1.1 CONTRACT ADMINISTRATION

For the Basic Contract, the following FEDSIM CO is responsible for contract administration

Contracting Officer:

Robert Wade

GSA FAS AAS FEDSIM

1800 F Street, NW

Suite 3100 (QF0B)

Washington, D.C. 20405

Telephone: Provided after award.

Email: robert.wade@gsa.gov

Contracting Officer’s Representative: Provided after award.

Technical Point of Contact: Provided after award.

G.2 ROLES AND RESPONSIBILITIES OF BASIC CONTRACT CONTRACTOR KEY PERSONNEL

The contractor shall assign a Corporate IDIQ Program Manager and Corporate IDIQ Contracts Manager to represent the contractor as primary points of contact to resolve issues, perform Basic Contract level duties, and other functions that may arise relating to the Basic Contract and TOs solicited and awarded under the Basic Contract. If the offeror proposes additional Key Personnel at the Basic Contract level, the offeror shall provide rationale for including additional Key Personnel. Additional Key Personnel requirements may be designated by the Ordering CO at the TO level.

SECTION G – CONTRACT ADMINISTRATION DATA

There is no minimum qualification requirements established for contractor Key Personnel. Additionally, contractor Key Personnel at the Basic Contract level do not have to be full-time positions; however, the contractor Key Personnel are expected to be fully proficient in the performance of their duties.

The contractor shall ensure that the FEDSIM Basic Contract CO has current point-of-contact information for both the Corporate IDIQ Program Manager and Corporate IDIQ Contracts Manager. In the event of a change to contractor Key Personnel, the contractor shall notify the FEDSIM Basic Contract CO and provide all point-of-contact information for the new Key Personnel within five calendar days of the change.

All costs associated with contractor Key Personnel duties shall be handled in accordance with the contractor's standard accounting practices; however, no costs for contractor Key Personnel may be billed to the Basic Contract.

Failure of contractor Key Personnel to effectively and efficiently perform their duties will be construed as conduct detrimental to contract performance and may result in activation of Dormant Status and/or Off-Ramping.

G.2.1 CORPORATE IDIQ PROGRAM MANAGER

The contractor's corporate management structure shall provide senior, high-level, program management of the Basic Contract Program, including a Corporate IDIQ Program Manager to represent the company in all Basic Contract program-related matters.

The Corporate IDIQ Program Manager duties include, but are not limited to:

- a. Being ultimately responsible for ensuring that all reporting information required under the Basic Contract is provided accurately, thoroughly, and timely
- b. Being ultimately responsible for all performance issues related to the Basic Contract and TOs awarded under the Basic Contract
- c. Attending all IDIQ Program Management Review (PMR) Meetings and other Basic Contract meetings as scheduled

G.2.2 CORPORATE IDIQ CONTRACTS MANAGER

The contractor's corporate management structure shall provide senior, high-level, program management of the Basic Contract Program, including a Corporate Contracts Manager to represent the company in all Basic Contract related matters.

The Corporate Contracts Manager duties include, but are not limited to:

- a. Ensuring the company's TO awards under the Basic Contract are contractually in compliance with the Basic Contract
- b. Ensuring contract administrative functions and meeting all the performance reporting and compliance standards listed under Section F are maintained
- c. Being ultimately responsible for ensuring that all contractual agreements, including modifications, are negotiated and put in place expeditiously
- d. Being ultimately responsible for ensuring that all TO invoicing is accurate and timely

SECTION G – CONTRACT ADMINISTRATION DATA

- e. Attending all Basic Contract PMR Meetings and other Basic Contract meetings as scheduled.

G.3 INVOICE REQUIREMENTS

Invoices shall be submitted at the TO level, and not the Basic Contract level.

G.4 CONTRACTOR ADMINISTRATION REQUIREMENTS

G.4.1 MERGERS, ACQUISITIONS, NOVATIONS, AND CHANGE-OF-NAME AGREEMENTS

If a contractor merges, is acquired, or recognizes a successor in interest to Government contracts when contractor assets are transferred; or recognizes a change in a contractor's name; or executes novation agreements and change-of-name agreements by a CO other than the FEDSIM Basic Contract CO, the contractor must notify the FEDSIM Basic Contract CO and provide a copy of the novation or any other agreement that changes the status of the contractor.

G.4.2 FORWARD PRICING RATE AGREEMENTS, FORWARD PRICING RATE RECOMMENDATIONS, AND APPROVED BILLING RATES

Billing rates and final indirect cost rates may be used in reimbursing indirect costs under cost-reimbursement TOs and in determining progress payments under fixed-price TOs.

A DCAA-approved Forward Pricing Rate Agreement (FPRA) means a written agreement to make certain rates available during a specified period for use in pricing contracts or modifications. These rates represent reasonable projections of specific costs that are not easily estimated for, identified with, or generated by a specific contract, contract end item, or task. These projections may include rates for such things as direct labor, indirect costs, material obsolescence and usage, and material handling.

A Forward Pricing Rate Recommendation (FPRR) means a set of rates and factors unilaterally established by the DCMA Administrative Contracting Officer (ACO) for use by the Government in negotiations or other contract actions when forward pricing rate agreement negotiations have not been completed or when the contractor will not agree to a forward pricing rate agreement.

Approved Billing Rates means an indirect cost rate established temporarily for interim reimbursement of incurred indirect costs and adjusted as necessary pending establishment of final indirect cost rates.

For T&M, LH, and Cost-Reimbursement (all types) TOs solicited and awarded under the Basic Contract, contractors are encouraged to execute a FPRA and/or approved billing rates to the maximum extent practicable. Contractors may use FPRRs when an FPRA has not been negotiated.

The contractor shall notify the FEDSIM Basic Contract CO and designated Ordering CO for affected TOs, in writing (see Section F.4), if there are any changes in the status of its FPRA, FPRR, and/or approved billing rates and provide the reasons for the change and copies of audit reports, as applicable.

SECTION G – CONTRACT ADMINISTRATION DATA

G.5 BASIC CONTRACT TASK ORDER PROCESS

In accordance with Section B.1, TOs will be used to order services. All TOs will be issued in accordance with the fair opportunity procedures of 48 C.F.R. 16.505(b) and DFARS 216.505. The minimum guarantee of the Basic Contract is \$2,500.00, as identified in Section B.1.2. One or more TOs may be issued during the performance period of the Basic Contract; it is understood and agreed that the Government has no obligation to issue any more than one TO. COs of the GSA/Federal Acquisition Service (FAS) are authorized ordering officers. Services to be furnished under this contract shall be furnished at such times as ordered by the issuance of the TO by the CO. All Orders are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any TO.

G.5.1 TASK ORDER REQUEST (TOR)

A TOR will be used to solicit TO proposals under this contract. The TOR may include specific metrics and quality assurance methods (if applicable). The TOR may also include provisions for incentive fee, award fee, or fixed fee.

Unless an exception to fair opportunity applies, all Basic Contract holders will receive each TOR issued by a GSA CO.

All TORs will incorporate all terms and conditions of the Basic Contract. In addition, the TOR will normally include the following to the extent applicable to individual TOs:

- a. A Statement of Objectives (SOO), Statement of Work (SOW), or Performance Work Statement (PWS) describing the work to be performed, the deliverables, the period of performance, Government point(s) of contact, description of marking information, data rights, inspection and acceptance of services, security requirements, and Government-Furnished Information (GFI) / Property (GFP), as applicable
- b. The submission date/time and the method of delivery for proposals
- c. Specific instructions on what to include in the proposal submission. This may include oral presentations and written responses summarizing technical and price approaches.
- d. Evaluation factors and their relative order of importance
- e. Other information deemed appropriate by the Ordering CO

G.5.2 TASK ORDER PROPOSAL SUBMISSION

Basic Contract awardees shall be capable of providing a proposal within two workdays for urgent requirements. For non-urgent requirements, the Basic Contract awardees shall submit proposals within 30 calendar days of issuance of the TOR, unless otherwise specified in individual TOs. At a minimum, the proposal shall include:

- a. The proposal may include a detailed cost breakout of all labor required to accomplish the tasks as set forth in the TOR or be a fixed-price proposal with sufficient information to substantiate the price proposed
- b. Organizational Conflict of Interest Statement disclosing any known or expected conflicts of interest pursuant to FAR 9.5

SECTION G – CONTRACT ADMINISTRATION DATA

- c. The proposal may also require the submission of the following information (the Government is not limited to the below list and may require other information):
 - 1. Technical information, e.g., technical approach, including subcontractors and experience as required by the TOR.
 - 2. Corporate Experience or Past Performance
 - 3. Proposed Key Personnel
 - 4. Proposed PWS (if a SOO is issued)
 - 5. Other information deemed appropriate by the Ordering CO.

G.5.3 TASK ORDER EVALUATION

The Government will evaluate responses against evaluation criteria contained in the proposed TOR. The Government's award decision will be based on best value to the Government, price and other factors considered, unless otherwise specified in the TOR.

G.5.4 TASK ORDER ISSUANCE

A TO is considered issued when it is signed by the GSA CO and transmitted to the contractor. Transmittal is complete when the awardee receives a notification of award from GSA's ASSIST system. A GSA Federal Acquisition Service (FAS) CO shall act as the TO CO and is responsible for issuing any TOs placed hereunder. The SOW / PWS, labor mix and hours (if applicable), and proposed costs / price for the TOR may be incorporated into any resulting TO. The proposed technical solution may also be incorporated in the TO. At any time during the duration of the Basic Contract, the FEDSIM Basic Contract CO reserves the right to revise the procedures pertaining to TO issuance. Ordering COs may only issue a TO with written approval from the FEDSIM Basic Contract CO. COs from GSA FAS are the only individuals that are authorized to issue TOs and obligate the Government for TOs awarded under the Basic Contract. TOs and modifications shall be made in writing and be signed by any authorized GSA FAS CO. Each TO shall, as appropriate:

- a. Set forth a pricing schedule
- b. Set forth the specific level of effort and/or performance outcomes desired to be fulfilled under the TO based on the estimated dollar value and complexity of the Government's requirement
- c. Designate the TO COR and TPOC who will perform inspection and acceptance
- d. Set forth any payment provisions (e.g., progress payments, milestone billings)
- e. Be dated
- f. Set forth the property, if any, to be furnished by the Government and the date(s) such property is to be delivered to the contractor
- g. Set forth the disbursing office where payment is to be made
- h. Set forth administration data (e.g. invoicing instructions)
- i. Set forth the Government's technical data rights

SECTION G – CONTRACT ADMINISTRATION DATA

j. Set forth any other pertinent information

Unauthorized Work: The contractor is not authorized to commence TO performance prior to CO notice to proceed.

Ordering Period: The Ordering Period shall be commensurate with the period of the Basic Contract. Accordingly, TOs for services specified in the PWS of the Basic Contract may be issued by any CO from GSA FAS until the final day of the Basic Contract. TO periods of performance shall not be longer than five years total.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 KEY PERSONNEL SUBSTITUTION

The contractor shall not replace any personnel designated as Key Personnel at the individual TO level without the written concurrence of the Ordering CO. Prior to utilizing other than personnel specified in proposals in response to the TOR, the contractor shall notify the Ordering CO and the COR of the existing TO. This notification shall be no later than 45 calendar days in advance of any proposed substitution and shall include justification (including resume(s) and labor category of proposed substitution(s)) in sufficient detail to permit evaluation of the impact on TO performance, unless otherwise approved by the FEDSIM COR.

Substitute personnel qualifications shall be equal to, or greater than, those of the personnel being substituted. If the Government CO and the COR determine that a proposed substitute personnel is unacceptable, or that the reduction of effort would be so substantial as to impair the successful performance of the work under the TO, the contractor may be subject to default action as prescribed by Federal Acquisition Regulation (FAR) 52.249-6 Termination (Cost Reimbursement) or FAR 52.249-8, Default (Fixed-Price Supply and Service).

Substitutions of key personnel associated with prolonged leave (leave in excess of two weeks for reasons of training, vacation, etc.) shall occur only after the Government has received notice. Substitutes shall have qualifications equal to or higher than the qualifications of the individual to be replaced. Notification of any key personnel substitution from the contractor to the government shall include the following information:

- a. Explanation of the circumstances necessitating the substitution
- b. Duration of the substitution
- c. Complete resume of the proposed substitute
- d. Other information requested by the CO to support an assessment of relative qualification of the proposed substitute

H.2 GOVERNMENT-FURNISHED PROPERTY (GFP)

The Government will provide workspace, computers, connectivity, and other resources required to accomplish the tasks outlined in Section C and as specified in individual TOs for those contractor employees located at Government facilities. Contractors located at offsite facilities may receive Government-Furnished Equipment (GFE) to perform the tasks defined in Section C. Individual TOs will designate whether offsite contractor employees will receive GFE.

The Government will provide access to non-procurement-sensitive documentation, information on various weapon systems, program process and schedules, as well as intelligence and information pertaining to cyberspace activities in support of military information operations, related activities, and associated follow-on tasks to enable contractors to complete their assigned tasks.

Information will include reports, briefings, and other related reference material. The Government will provide the contractor with timely information, to include access to both unclassified and classified Government information networks, and will facilitate contractor personnel interfaces with other DoD staff, service staff, and national agency offices as required to complete this effort.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.3 SECURITY REQUIREMENTS

H.3.1 GENERAL SECURITY REQUIREMENTS

All TOs issued under this contract will be in support of classified programs. In order to be eligible to provide support to classified programs, prime contractors (to include team members and subcontractors) shall be either a U.S.-owned firm or possess a favorable National Interest Determination if foreign owned. The prime contractor, its subcontractors, and its teaming partners must have a final TS Facility Clearance (FCL) from the Defense Security Service (DSS) Facility Clearance Branch (FCB) at time of proposal submission.

The contractor must have readily available access to Defense Security Services (DSS)-certified work locations for performing classified work up to and including TS/Sensitive Compartmented Information (SCI) at time of contract award. Individuals performing work under resultant tasks orders must be a U.S. citizen and comply with applicable program security requirements. All contractors performing under resulting TOs shall possess a TS personnel security clearance with SCI access eligibility and a Counterintelligence (CI) polygraph at time of proposal submission for those personnel identified by name in the proposal and time of project start for all other personnel. The contractor shall comply with all appropriate security regulations in handling classified material and in publishing reports and other products. See also attached DD-254 in Section J (Attachment I).

H.3.2 SENSITIVE COMPARTMENTED INFORMATION FACILITY (SCIF)

The contractor shall have readily available access to DSS-certified work locations for performing classified work up to and including TS/SCI at time of contract award. The contractor must comply with DOD 5220.22M National Industrial Security Program Manual (NISPOM) and have access to a SCIF. The SCIF access may or may not be within 50 miles of Fort George G. Meade, Maryland. SCIF access may be through a team member.

H.3.3 PERSONNEL SECURITY REQUIREMENTS

All contractors shall possess a final TS clearance with SCI eligibility. All contractors shall have been granted full SCI eligibility by a U.S. Government Adjudication Authority within the past 60 months and have not had a break in SCI access of more than 24 months during this period. All contractors shall also have a Counterintelligence Scope Polygraph (CSP) examination conducted by a recognized U.S. Government polygraph entity within seven years (in scope) and meet Personnel Security Standards and Procedures Governing Eligibility for Access to SCI. The contractor shall have successfully undergone a Single Scope Background Investigation (SSBI) that is current (in scope) as defined by DOD 5200.2-R, DODM 5105.21-V3, and ICD 704 prior to being assigned to this contract. The nature of the contract requires contractor personnel to possess a high degree of security awareness. All contractors must receive security indoctrination by USCYBERCOM and must be vetted and approved for access by the National Security Agency (NSA) Military Affairs Desk Office (MADO) prior to access to USCYBERCOM classified information, spaces, and IT systems and networks being granted. Contractors may be required to sign a USCYBERCOM Non-Disclosure Agreement (NDA) based on the tasks to be performed.

The contractor shall maintain a database of personnel with active security clearances and initiate periodic background updates as required. All contractors working on this contract must submit

SECTION H – SPECIAL CONTRACT REQUIREMENTS

to, obtain, and successfully complete a CSP examination should their current polygraph expire during performance. Any unfavorable information developed during any investigation or other official inquiry shall result in removal from this contract in accordance with established procedures. Contractor personnel shall keep the USCYBERCOM SSO Division and the COR apprised of any significant security concerns and/or changes in personal status that could affect their eligibility for access to SCI to include:

- a. Any travel to a foreign country and/or proposed visits to foreign embassies. Personnel must report all foreign travel, official and unofficial, in advance of the travel and agree to forego personal unofficial foreign travel when it is deemed by agency approving authorities to constitute a hazard to national security.
- b. Close and/or continuing contact with citizens of a foreign country. Any unusual or suspicious contacts or incidents with foreign nationals.
- c. Any arrest or court actions other than minor traffic violations (over \$300)
- d. Any change in marital status or cohabitation. If, following employment, an employee marries (or cohabits with) a foreign national, termination of employment may be affected.
- e. Any significant financial issues (including, but not limited to, unexplained affluence, bankruptcy, judgment, garnishment, lien, or other significant financial difficulties)
- f. Any unauthorized computer network activities
- g. Any issues or concerns regarding classified or sensitive information (inadvertent, unauthorized or improper carrying or removal of classified material; any attempts by unauthorized persons to obtain classified information; or divulgence of classified information to media representatives or in an otherwise public forum)
- h. Any current or changes in mental health condition (minus sexual assault victimization) that would cause an objective observer to have a concern about your judgment, reliability, or trustworthiness in relation to your work
- i. Any other activity that could negatively affect or influence the impact the security of USCYBERCOM, its personnel, installations, information, and/or activities

In accordance with DOD 5200.2-R, Section C2.1, all individuals shall be U.S. citizens. All contractor personnel working on or managing this effort shall strictly adhere to USCYBERCOM and NSA security regulations and procedures. All members of the contractor team (prime, sub-contractors, etc.) providing personnel, including supervisory personnel to perform the work, must comply with the applicable clearance levels (facilities/personnel) based on the sensitivity of the task/work requiring a clearance. The COR must keep and maintain a current and accurate list of all contract affiliates performing on specific contracts. With the exception of approved courier duties, contractor personnel shall not remove classified information from the worksite, either physically or electronically, and under no circumstances shall the contractor or its personnel allow any classified information be stored at an off-site facility. Contractor personnel shall ensure continuing adherence to accepted Government IT policies and guidance applicable to this RFP. This includes public laws, executive orders, directives, regulations, manuals, standards, memorandums, and instructions.

Contractor personnel shall fully comply with USCYBERCOM and NSA in-processing and out-processing guidelines. At a minimum, the contractor shall:

SECTION H – SPECIAL CONTRACT REQUIREMENTS

- a. Be indoctrinated by USCYBERCOM Security and NSA Security and sign USCYBERCOM and NSA NDAs
- b. Follow the Agency's support agreement and shall be required to prepare/submit IT-related work orders and ensure work orders are executed
- c. Notify the COR of the employee's departure and his/her successful out-processing on the last day of work. At a minimum, successful out-processing shall require the turn-in/collection of all: (1) security badges; (2) Smart cards and/or other comparable security devices; and (3) GFE issued to employee for performance of duties in accordance with local procedures. Successful out-processing also requires the employee receive a security debrief.
- d. Aggressively collect/recover and turn in security badges and devices, smart cards, and GFE to the COR or designee in the event the contractor employee fails to successfully out-process. Every effort shall be made to ensure these are recovered/ turned in within 24 hours (one business day) of the departing employee's last day of work.
- e. Coordinate changes in employment status with the COR affecting the accuracy of security badges and supporting records within 24 hours (one business day) of any such changes to ensure the appropriate devices are promptly reissued and/or collected
- f. Account for, protect, and return Government-issued badges, identification cards, passes, vehicle registration media, and admittance controls that are U.S. Government property to the Government at the end of the contract period of performance or at any other time as required. When a contractor employee leaves the company, or ceases working on this contract, the employee shall adhere to all required USCYBERCOM out-processing procedures.
- g. Not bill the Government for contractor personnel pending successful indoctrination by both USCYBERCOM and NSA security officials unless working directly on the contract and providing contract deliverables, or as approved by the COR. Should contractor personnel be denied access to the host agency facilities and classified networks for any reason, that individual shall not be counted towards the contractor's required staffing level.

H.4 ORGANIZATIONAL CONFLICT OF INTEREST AND NON-DISCLOSURE REQUIREMENTS

H.4.1 ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

- a. If an offeror is currently providing support, or anticipates providing support that creates or represents an actual or potential organizational conflict of interest (OCI), the offeror shall immediately disclose this actual or potential OCI to GSA in accordance with FAR Subpart 9.5. The nature of the OCI may involve the prime contractor, subcontractors of any tier, or teaming partners.
- b. The Contractor is required to complete and sign an OCI statement per Section L.5.1 of this RFP. The offeror must represent either that (1) It is not aware of any facts which create any actual or potential OCI relating to the award of this contract, or (2) It has included information in its proposal, proving all current information bearing on the

SECTION H – SPECIAL CONTRACT REQUIREMENTS

existence of any actual or potential OCI and has included a mitigation plan in accordance with paragraph (c) below and Section L.5.1 of the RFP.

- c. If an offeror with an actual or potential OCI believes the conflict can be avoided, neutralized, or mitigated, the offeror shall submit a mitigation plan to the Government for review.
- d. In addition to the mitigation plan, the CO may require further relevant information from the offeror. The CO will use all information submitted by the offeror, and any other relevant information known to GSA, to determine whether an award to the offeror may take place, and whether the mitigation plan adequately avoids, neutralizes, or mitigates the OCI.
- e. If any such conflict of interest is found to exist, the CO may determine that the conflict cannot be avoided, neutralized, mitigated or otherwise resolved to the satisfaction of the Government and the offeror may be found ineligible for award. Alternatively, the CO may determine that it is otherwise in the best interest of the United States to contract with the offeror and include the appropriate provisions to avoid neutralize, mitigate, or waive such conflict in the contract awarded.

H.5 NON-DISCLOSURE AGREEMENT

The contractor shall recognize that in the performance of this contract it may receive or have access to certain sensitive information, including information provided on a proprietary basis by other contractors, equipment manufacturers, and other private or public entities. The contractor agrees to use and examine this information exclusively in the performance of this contract, and to take the necessary steps in accordance with Government regulations to prevent disclosure of such information to any party outside the Government or Government-designated support contractors possessing appropriate proprietary agreements, as listed in the subsections below.

H.5.1 INDOCTRINATION OF PERSONNEL

The contractor agrees to indoctrinate its personnel who have access as to the sensitive nature of the information and the relationship under which the contractor has possession of or access to the information. Contractor personnel shall not engage in any other action, venture, or employment wherein sensitive information will be used for the profit of any party other than those furnishing the information. The NDA for Contractor Employees provided in Section J (Attachment R) shall be signed by all indoctrinated personnel and forwarded to the COR for retention prior to work commencing. The contractor shall restrict access to sensitive/proprietary information to the minimum number of employees necessary for contract performance.

H.5.2 SIGNED AGREEMENTS

- a. The contractor further agrees to sign an agreement to this effect with carriers and other private or public entities providing proprietary data for performance under this contract. As part of this agreement, the contractor shall inform all parties of its agreement to allow certain Government-designated contractor's access to all data as described in paragraph (c) below. One copy of each signed agreement shall be forwarded to the CO. These shall be signed prior to work commencing.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

- b. In addition, the contractor shall be required to coordinate and exchange directly with other contractors as designated by the Government for information pertinent and essential to performance of TOs issued under this contract. The contractor shall discuss and attempt to resolve any problems between the contractor and those contractors designated by the Government. The CO shall be notified in writing of any disagreement(s) which has (have) not been resolved in a timely manner, and shall furnish the CO copies of communications between the contractor and associate contractor(s) relative to contract performance. Further, the close interchange with or between contractor(s) may require access to or release of proprietary data. In such an event, the contractor shall enter into agreement(s) with the Government-designated contractor(s) to adequately protect such proprietary data from unauthorized use or disclosure so long as it remains proprietary. A copy of such agreement shall be provided to the CO.
- c. Government-Designated Contractors. The contractor agrees to allow the below listed Government-designated support contractors, possessing appropriate USCYBERCOM and NSA NDAs and retained by the Government to advise the Government on cost, schedule, and technical matters pertaining to this acquisition, access to any unlimited rights data (as defined in DFARS 252.227-7013) acquired under the terms and conditions of this contract and to sign reciprocal USCYBERCOM and NSA NDAs with them. One copy of each signed agreement shall be forwarded to the CO.

List of designated contractors: *Provided at the individual TO level.*

- d. All Government-designated contractors stated herein, or added at a future date, shall also enter into USCYBERCOM and NSA NDAs with all parties providing proprietary information to the contractor, and the USCYBERCOM and NSA NDAs shall be signed before work commences.
- e. Remedy for Breach. The contractor agrees that any breach or violation of the certifications or restrictions of this clause shall constitute a material and substantial breach of the terms, conditions, and provisions of the contract and that the Government may, in addition to any other remedy available, terminate this contract for default in accordance with the provisions of FAR 52.249-6. Nothing in this clause or contract shall be construed to mean that the Government shall be liable to the owners of proprietary information in any way for the unauthorized release or use of proprietary information by this contractor or its subcontractors.

H.6 SECTION 508 COMPLIANCE REQUIREMENTS

Unless the Government invokes an exemption, all Electronic and Information Technology (EIT) products and services proposed shall fully comply with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, 29 United States Code (U.S.C.) 794d, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards at 36 Code of Federal Regulations (CFR) 1194. The contractor shall identify all EIT products and services provided, identify the technical standards applicable to all products and services provided, and state the degree of compliance with the applicable standards. Additionally, the contractor must clearly indicate where the information pertaining to Section 508 compliance can be found (e.g., Vendor's or other exact web page location). The contractor must ensure that the list is easily accessible by typical users beginning at time of award.

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H.7 COST ACCOUNTING SYSTEM

The contractor is required to have an acceptable cost accounting system for Cost Reimbursement type Orders in accordance with DFARS 252.242-7006. The contractor must maintain a cost accounting system determined adequate by its cognizant auditing agency. The contractor's cost accounting system shall be adequate during the entire period of performance and shall permit timely development of all necessary cost data in the form required by the contract.

The contractor shall notify the ACO and designated Ordering COs for ongoing Orders, in writing, if there are any changes in the status of its cost accounting system and provide the reason(s) for the change.

H.8 PURCHASING SYSTEMS

The objective of a contractor purchasing system assessment is to evaluate the efficiency and effectiveness with which the contractor spends Government funds and complies with Government policy with subcontracting. The contractor is required to have an acceptable purchasing system in accordance with DFAR 252.244-7001.

Advance notification requirements for subcontracting and consent to subcontract are not required, unless otherwise requested by the Ordering CO, when a Contractor has an approved purchasing system on an individual task order or task orders with no subcontracting possibilities or for commercial items acquired under FAR Part 12.

An Approved Purchasing System is not mandatory; however, Contractors are encouraged to have a purchasing system approved by the Defense Contract Management Agency (DCMA) or other cognizant Government administration office for the entire term of the Basic Contract.

Prior to the award of a TO, the CO shall verify the validity of the contractor's purchasing system. Thereafter, the contractor is required to certify to the CO no later than 30 calendar days prior to the exercise of any options the validity of its purchasing system. Additionally, if reviews are conducted of the purchasing system after the exercise of the option, the contractor shall provide the results of the review to the CO within ten workdays from the date the results are known to the contractor.

H.9 EARNED VALUE MANAGEMENT (EVM)

When EVM is determined to be applicable to an individual TO, the contractor shall employ EVM in the management of the individual TOs in accordance with the American National Standards Institute (ANSI)/Electronic Industries Alliance (EIA) Standard-748-A-1998, *Earned Value Management Systems*. A copy of the standard is available at <http://global.ihs.com/>. The Government expects the contractor to employ innovation in its proposed application of EVM techniques to this TO in accordance with best industry practices.

H.10 SUBCONTRACTOR LISTS

Prime contractors (Primes) shall provide a list of all subcontractors (team members) with their initial proposal at the individual TO level. Any time a prime desires to add or delete a subcontractor, the prime contractor shall provide an updated list to the Contracting Officer for review and approval. Primes are encouraged to foster long-term relations with subs on their teams. The prime contractor is responsible for providing timely notification to the Government

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of any acquisition or mergers involving the prime contractor to include the potential impact on this contract.

The Government may request procedures as referenced in FAR 42.12, Novation and Change-of-Name Agreements, be implemented and may suspend a prime contractor team or individual subcontractor from the contract team until all contract administration procedures are completed.

H.11 TRAVEL

H.11.1 TRAVEL REGULATIONS

Only long-distance travel will be reimbursed at the TO level. Long-distance travel is defined as over 50 miles from the place of performance of the individual TO, unless otherwise specified. Contractor costs for travel will be reimbursed at the limits set in the following regulations (see FAR 31.205-46):

- a. Federal Travel Regulations (FTR) - prescribed by the GSA, for travel in the contiguous US
- b. Joint Travel Regulations (JTR), Volume 2, Department of Defense (DoD) Civilian Personnel, Appendix A - prescribed by the DoD, for travel in Alaska, Hawaii, and outlying areas of the US
- c. Department of State Standardized Regulations (DSSR) (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas" - prescribed by the Department of State, for travel in areas not covered in the FTR or JTR.

H.11.2 TRAVEL AUTHORIZATION REQUESTS

Before undertaking travel to any Government site or any other site in performance of this Contract, the contractor shall have this travel approved by, and coordinated with, the Federal Systems Integration and Management Center (FEDSIM) COR. Notification shall include, at a minimum, the number of persons in the party, traveler name, destination, duration of stay, purpose, and estimated cost. Prior to any long-distance travel, the contractor shall prepare a Travel Authorization Request for Government review and approval. Long-distance travel will be reimbursed for cost of travel comparable with the FTR, JTR, or DSSR.

Requests for travel approval shall include, at minimum:

- a. Be prepared in a legible manner
- b. Include a description of the travel proposed including a statement as to purpose
- c. Be summarized by traveler
- d. Identify the TO number
- e. Identify the CLIN associated with the travel
- f. Name of the Government point of contact who requested the travel
- g. Be submitted in advance of the travel with sufficient time to permit review and approval

The contractor shall use only the minimum number of travelers and rental cars needed to accomplish the task(s). Travel shall be scheduled during normal duty hours whenever possible.

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H.12 TOOLS (HARDWARE/SOFTWARE) AND/OR ODCs

Tools and ODCs are defined as follows:

- a. Tools - Hardware and/or software critical and related to the services being acquired under the contract
- b. ODCs - Ancillary supplies critical and related to the services being acquired under the contract

The Government may require the contractor to purchase hardware, software, and related supplies critical and related to the services being acquired under individuals TOs. Such requirements will be identified at the time a TOR is issued or may be identified during the course of the individual TO by the Government or the contractor. If the contractor initiates a purchase within the scope of the TO and the prime contractor has an approved purchasing system, the contractor shall submit to the COR a Request to Initiate Purchase (RIP). If the prime contractor does not have an approved purchasing system, the contractor shall submit to the CO a Consent to Purchase (CTP). The RIP and CTP shall include the purpose, specific items, estimated cost, cost comparison, and rationale. The contractor shall not make any purchases without an approved RIP from the COR or an approved CTP from the CO and without complying with the requirements of Commercial Software Agreements at the individual TO level.

H.13 DATA AND PROPERTY RIGHTS

H.13.1 GOVERNMENT-FURNISHED DATA AND MATERIALS

The Government shall retain all rights and privileges, including those of patent and copy, to all Government-furnished data. The contractor shall neither retain nor reproduce for private or commercial use any information or other materials furnished or made available under this contract (to include all TOs). The contractor agrees not to assert any rights at common law or in equity or establish any claim to statutory copyright in such data. These rights are not exclusive and are in addition to any other rights and remedies to which the Government is otherwise entitled elsewhere in this contract or any TO.

H.13.2 CONTRACTOR PRODUCED DATA AND MATERIALS

All property rights, including publication rights, in the information and materials first produced by the contractor in connection with this contract (to include all TOs) shall vest in the Government. Information and materials shall include, but are not limited to, computer software applications/databases, software documentation, plans, systems analysis, reports, extracts, test data, and procedures.

H.13.3 COMMERCIAL COMPUTER SOFTWARE

At a minimum, the rights of the Government regarding the use, reproduction, and disclosure of commercial computer software provided under a TO shall be as described in Section I, DFARS clause 252.227-7013. Additional rights may be specified by the Government in a TOR.

H.14 INTELLECTUAL PROPERTY RIGHTS

The existence of any patent, patent application, or other intellectual property right that encumbers any deliverable must be disclosed in writing on the cover letter that accompanies the

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delivery. If no such disclosures are provided, the data rights provisions in DFARS, 252.227-7013, 252.227-7014, 252.227-7015 and/or FAR 52.227-13 shall apply when applicable. The Software Agreements, amended as contemplated therein, shall be deemed to constitute such disclosure with regard to their associated commercial software tools and shall prevail over any inconsistent provision in DFARS 252.227-7015 to the extent of such inconsistency.

H.15 INTERNATIONAL TRAFFIC AND ARMS AGREEMENT (ITAR) REGULATIONS

The requirements of this Basic Contract require presenting, discussing, and engaging in technical discussions (defense services) involving ITAR controlled technical data with the Government Defense Agencies. In order for the contractor (to include subcontractors, consultants, and teaming partners) to engage in technical discussions (defense services) with a Foreign Person, it shall be ITAR compliant with either a Technical Assistance Agreement (TAA) or an ITAR Exemption authorizing export privileges with the cooperative partners. ITAR compliance means being registered with the U.S. Department of State (DoS) and having the proper ITAR authorizations to conduct defense services. In order to submit a request for ITAR authorization, the U.S. applicant (to include all subcontractors, consultants, and teaming partners) must be registered with the Directorate of Defense Trade Controls (DDTC) and DoS and the registration has to be current (renewable each year).

H.16 PROHIBITION AGAINST SOLICITING AND PERFORMING PERSONAL SERVICES

- a. The performance of personal services under this contract is strictly prohibited. Personal service contracting is described in FAR Subpart 37.104. A number of factors considered individually or collectively, may constitute personal services. Each contract must be judged in consideration of the particular facts and circumstances, but the question relative to personal services is: Will the Government exercise relatively continuous supervision and control over the contractor personnel performing the contract?
- b. The Government and contractor understand and agree that support services to be provided under this contract are non-personal services in nature. That is, no employer-employee relationship exists or will exist between the Government and the contractor or between the Government and the contractor's employees.
- c. To this end, contractor personnel under this contract shall not:
 - i. Be placed in a position where they are appointed or employed by a Federal employee or are under the supervision, direction, or evaluation of a Federal employee
 - ii. Be placed in a Federal staff or policy making position
 - iii. Be placed in a position to supervise, direct or evaluate Federal employees, personnel of other contractors or otherwise be a part of the Government
- d. The contractor shall appoint a supervisor/manager that will be the contractor's authorized representative for technical and administrative performances of all services required in relation to the contract/TO. The supervisor shall serve as the single point of contact

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through which all substantive contractor/Government communications, work, and technical direction flow.

- e. Rules, regulations, direction, and requirements relative to good order, administration and security are applicable to all individuals that enter a Government installation. In no manner shall it be construed or interpreted that the existence of a Government installation-type environment is contrary to the mutually agreed non-personal services nature of contract performance.
- f. The contractor shall immediately notify the CO in the event the contractor or its employees are directed by any Government employee to perform work which the contractor considers to be personal services.

H.17 SECURITY INVESTIGATIONS AND REPLACEMENT PERSONNEL

- a. Security investigations are very costly to the Government. The contractor shall make every effort to preclude incurrence of costs by the Government for security investigations during initial on-boarding and in relation to replacement personnel by providing professionally qualified, personally reliable, physically able employees of reputable background, possessing sound character, and available for a minimum employment period no less than one year in each case.
- b. Government-initiated security investigations do not relieve the contractor of its responsibility to provide employees suitable for security investigation purposes.
- c. In the event a security investigation conducted by the Government of a contractor-furnished employee results in an ineligible security determination or a contractor-furnished employee needs to be replaced due to performance or security matters, the instance will be evaluated by the Government for the purpose of establishing whether or not the contractor abdicated its responsibility to select suitable employees, i.e., professionally qualified, personally reliable, physically able employees of reputable background, possessing sound character and available for employment for a period no less than one year in each case.
- d. When a contractor fails to comply with the terms of this clause, the contractor may be held monetarily responsible to include reasonable and necessary costs incurred by the Government to:
 - i. Provide coverage/performance throughout the minimum employment period in cases where the absence of contractor personnel would cause a security threat or program disruption
 - ii. Conduct security investigations in excess of those otherwise required
- e. Nothing in this clause shall require the contractor to bear costs associated with security investigations concerning replacement personnel in the case(s) of serious illness/condition or death.
- f. The contractor must provide notice to the Government before any Government-initiated security investigation and prior to offering any employee for contract/TO performance when the employee is expected to perform less than the minimum employment period of one year for any reason. At the discretion of the Government, in exceptional cases

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subject to prior Government approval, a minimum employment period less than one year may be authorized.

- g. Consideration/reimbursement of any kind to which the Government may be entitled pursuant to this clause does not restrict or otherwise limit the full force and effect of rights and remedies otherwise available to the Government in the contract or otherwise established by law.

H.18 CONTRACTOR IDENTIFICATION

As stated in 48 CFR 211.106, Purchase Descriptions for Service Contracts, contractor personnel shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and by displaying distinguishing badges or other visible identification for meetings with Government personnel. Contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.

H.19 SMALL BUSINESS SUBCONTRACTING GOALS

For any subcontracted dollars under the contract, the Government has incorporated the following small business goals:

- a. 30 percent – Small businesses
- b. 2 percent – HUBZone small businesses
- c. 15 percent – Small Disadvantaged Businesses (SDB)
- d. 9 percent – Women-Owned Small Businesses (WOSB)
- e. 7 percent – Service Disabled Veteran-Owned Small Businesses (SDVOSB)

These goals will be assessed at the TO level as a percentage of subcontracted dollars.

In addition, the contractor shall execute a Subcontracting Plan which contains the contractor's efforts to meet the above small business subcontracting goals. If the contractor is a small business, the Subcontracting Plan is not required, and instead, the contractor shall provide Representations, Certifications, and Other Statements of Offerors.

As a part of the Subcontracting Plan, the contractor shall provide a Summary Subcontract Report (SSR) to the FEDSIM Basic Contract CO utilizing electronic Subcontracting Reporting System (eSRS) in Section J (Attachment P) no later than 30 days after the end of each contract year.

H.20 ON-RAMPING AND OFF-RAMPING

To ensure success of the USCYBERCOM Program, each contract holder is expected to participate in the ordering process by submitting proposals in response to RFPs for which the contractor has a reasonable chance for award, to successfully perform the terms of the orders, and to promptly improve performance when it does not meet the terms of the orders or the Basic Contract.

In addition, it is the Government's intent to maintain a qualified pool of contractors to ensure a reasonable expectation that each RFP competed under the contract meets the definition for adequate price competition. As such, if the contractor pool is diminished to a point where there

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is not an expectation that three or more responsible proposals will be received for a TO, the Government may hold an on-ramping season, thereby allowing offerors to compete for new Basic Contract awards. The contractor pool may be diminished over time through attrition, (e.g., industry consolidation without contract novation, industry consolidation by an existing USCYBERCOM Basic Contract holder, or other significant changes in the marketplace or advances in technology) by the Government exercising its rights under the terms and conditions of the contract or resultant TOs, or due to significant changes to the USCYBERCOM mission. The need to hold an on-ramping season will be at the Government's sole discretion.

H.20.1 ON-RAMPING PROCEDURES

If the CO determines that it would be in the Government's best interest to open a new solicitation to add new contractors to the USCYBERCOM Basic Contract, the CO may do so at any time provided that:

- a. The solicitation is issued under then-applicable Federal procurement law
- b. The solicitation identifies the total approximate number of new awards that the Government intends to make. The Government may decide to award more or fewer contracts than the number anticipated in the solicitation depending upon the overall quality of the offers received
- c. The award decision under any solicitation is based upon substantially the same evaluation factors/sub-factors as the original solicitation
- d. The terms and conditions of any resulting awards from a new solicitation are materially identical to the Basic Contract as modified
- e. The term for any such new awards from a solicitation is co-terminus with the existing term for all other USCYBERCOM contracts including the option period (if applicable)
- f. The award of any new Contract(s) does not increase the overall ceiling of the Basic Contract already awarded

H.20.2 OFF-RAMPING PROCEDURES

The CO reserves the unilateral right to Off-Ramp non-performing contractors. Contractors that are Off-Ramped have no active TOs under the USCYBERCOM Basic Contract at the time of the Off-Ramping.

Off-Ramping methods may result from one of the following conditions:

- a. Debarment, Suspension, or Ineligibility as defined in FAR Subpart 9.4
- b. Termination as defined in FAR Part 49
- c. Contractors who fail to meet the standards of performance, deliverables, or compliances
- d. Violation of security procedures
- e. Taking any other action which may be permitted under the USCYBERCOM Basic Contract terms and conditions

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H.21 CROSS-TEAMING

- a. Basic Contract: Cross-teaming is a teaming arrangement in which prime offerors participate as a subcontractor/team member with another Prime or team member/subcontractor and/or subcontracts/teams with more than one prime contractor. An Offeror may, for example, compete to be the prime for one team and a subcontractor for another team. FAR 9.6 notes that Contractor team arrangements can benefit the Government by enhancing capabilities, performance, cost, and delivery factors. These arrangements can provide significant business benefits to the teaming partners, such as enhanced system and subsystem capabilities, a more substantial and relevant past performance record, and greater diversity. It is the Government's policy to recognize the integrity and validity of Contractor team arrangements and to not restrict the market provided, the arrangements are identified and company relationships are fully disclosed in an offer or, for arrangements entered into after submission of an offer, before the arrangement becomes effective. The Government will not normally require or encourage the dissolution of contractor team arrangements.
- b. Task Orders: The Government reserves the right to exclude prime contractor(s) from incorporating new cross teaming arrangements developed after award of the Basic Contract for the purpose of proposing on specific task orders. Each task order shall address whether or not crossing teaming will be allowed.

H.22 REQUESTING REMOVAL OF CONTRACTOR PERSONNEL

FEDSIM/USCYBERCOM retains the right to request removal of contractor personnel, regardless of prior clearance or adjudication status, whose actions, while assigned to this contract, conflict with the interests of the Government. The reason for removal will be fully documented in writing by the CO. When and if such removal occurs, performance is acceptable when there is no mission impact due to position vacancies or unqualified personnel 100 percent of the time.

SECTION I – CONTRACT CLAUSES

I.1 TASK ORDER CLAUSES

In accordance with FAR 52.301, Solicitation Provisions and Contract Clauses (Matrix), the USCYBERCOM IDIQ master contracts cannot predetermine all the contract provisions/clauses for future individual task orders. However, all Applicable and Required provisions/clauses set forth in FAR 52.301 automatically flow down to all USCYBERCOM IDIQ task orders, based on their specific contract type (e.g. cost, fixed price etc), statement of work, competition requirements, commercial or not commercial, and dollar value as of the date the task order solicitation is issued.

However, the task order solicitation must identify whether FAR Part 12 commercial clauses/provisions apply or not apply. Furthermore, the Ordering Contracting Officer (OCO) must identify any Optional, and/or Agency-Specific provisions/clauses for each individual task order solicitation and subsequent award. For Optional and/or Agency-Specific provisions/clauses, the OCO must provide the provision/clause Number, Title, Date, and fill-in information (if any), as of the date the task order solicitation is issued.

I.2 USCYBERCOM BASIC CONTRACT CLAUSES

The following clauses apply to the USCYBERCOM Basic Contract and Seed TO 1 task order contract. The clauses, once incorporated into the basic contract, shall flow down to all other task orders under the basic contract unless otherwise stated. The clauses and dates remain unchanged throughout the term of the USCYBERCOM Basic Contract unless changed through a bi-lateral modification to the Basic Contract.

I.2.1 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 CO will make their full text available. Also, the full text of a provision may be accessed electronically at:

FAR website: <http://www.acquisition.gov/far/>
<http://farsite.hill.af.mil>

I.2.2 GSAM 552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (DEVIATION FAR 52.252-6) (SEP 1999)

(a) *Deviations to FAR clauses.*

(1) This solicitation or contract indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) clause by the addition of “(DEVIATION)” after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).

(2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General Services Administration Acquisition Regulation by the addition of “(DEVIATION (FAR clause no.))” after the date of the clause.

(b) *Deviations to GSAR clauses.* This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation clause by the addition of “(DEVIATION)” after the date of the clause.

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(c) “*Substantially the same as*” clauses. Changes in wording of clauses prescribed for use on a “substantially the same as” basis are not considered deviations.

(End of clause)

I.2.3 CLAUSES INCORPORATED BY REFERENCE - FEDERAL ACQUISITION REGULATION (FAR)

Clause No	Clause Title	Date
52.202-1	Definitions	(Jan 2012)
52.203-3	Gratuities	(Apr 1984)
52.203-5	Covenant Against Contingent Fees	(May 2014)
52.203-6	Restrictions on Subcontractor Sales to the Government	(SEP 2006)
52.203-7	Anti-Kickback Procedures	(May 2014)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	(May 2014)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	(May 2014)
52.203-12	Limitations on Payments to Influence Certain Federal Transactions	(Oct 2010)
52.203-13	Contractor Code of Business Ethics and Conduct	(Apr 2010)
52.203-14	Display of Hotline Posters (http://www.dodig.mil/Hotline/posters.cfm)	(Oct 2015)
52.203-16	Preventing Personal Conflicts of Interest	(Dec 2011)
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights.	(Apr 2014)
52.204-2	Security Requirements	(Aug 1996)
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	(May 2011)
52.204-9	Personal Identity Verification of Contractor Personnel	(Jan 2011)
52.204.10	Reporting Executive Compensation and First Tier Subcontract Awards	(Jul 2013)
52.204-13	System for Award Management Maintenance	(Jul 2013)
52.209-6	Protecting the Government’s Interest When Subcontracting with Contractor’s Debarred, Suspended, or Proposed for Debarment	(Aug 2013)
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	(Jul 2013)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations.	(Dec 2014)
52.215-2	Audit and Records-Negotiations	(Oct 2010)
52.215-8	Order of Precedence—Uniform Contract Format	(Oct 1997)
52.215-21	Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data – Modifications	(Oct 2010)
52.215-23	Limitations on Pass-Through Charges.	(Oct 2009)

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Clause No	Clause Title	Date
52.216-7	Allowable Cost and Payment.	(Jun 2013)
52.216-8	Fixed Fee	(Jun 2011)
52.219-8	Utilization of Small Business Concerns	(Oct 2014)
52.219-9	Small Business Subcontracting Plan	(Oct 2014)
52.219-14	Limitations on Subcontracting	(Nov 2011)
52.219-16	Liquidated Damages—Subcontracting Plan	(Jan 1999)
52.219-28	Post-Award Small Business Program Rerepresentation	(Jul 2013)
52.223-3	Convict Labor	(Jun 2003)
52.222-17	Nondisplacement of Qualified Workers	(May 2014)
52.222-21	Prohibition of Segregated Facilities	(Apr 2015)
52.222-24	Preaward On-site Equal Opportunity Compliance Evaluation.	(Feb 1999)
52.222-26	Equal Opportunity	(Apr 2015)
52.222-37	Employment Reports on Veterans.	(Jul 2014)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act.	(Dec 2010)
52.222-41	Service Contract Labor Standards	(May 2014)
52.222-50	Combating Trafficking in Persons	(Mar 2015)
52.222-54	Employment Eligibility Verification	(Aug 2013)
52.223-6	Drug-Free Workplace	(May 2001)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	(Aug 2011)
52.224-1	Privacy Act Notification	(Apr 1984)
52.224-2	Privacy Act	(Apr 1984)
52.225-13	Restrictions on certain Foreign Purchases	(Jun 2008)
52.227-1	Authorization and Consent	(Dec 2007)
52.227-13	Rights – Ownership by the Government	(Dec 2007)
52.228-7	Insurance-Liability to Third Persons	(Mar 1996)
52.230-2	Cost Accounting Standards	(May 2014)
52.230-6	Administration of Cost Accounting Standards	(Jun 2010)
52.232-17	Interest	(May 2014)
52.232-18	Availability of Funds	(Apr 1984)
52.232-20	Limitation of Cost	(Apr 1984)
52.232-22	Limitation of Funds	(Apr 1984)
52.232-23	Assignment of Claims	(May 2014)
52.232-39	Unenforceability of Unauthorized Obligations	(Jun 2013)
52.232-33	Payment by Electronic Funds Transfer- System for Award Management.	(Jul 2013)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	(Dec 2013)
52.233-1	Disputes	(May 2014)

SECTION I – CONTRACT CLAUSES

Clause No	Clause Title	Date
52.233-3 ALT I	Protest After Award– Alternate I (Jun 1985)	(Aug 1996) (June 1985)
52.233-4	Applicable Law of Breach of Contract Claim	(Oct 2004)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation.	(Apr 1984)
52.237-3	Continuity of Services	(Jan 1991)
52.239-1	Privacy or Security Safeguards	(Aug 1996)
52.242-1	Notice of Intent to Disallow Costs	(Apr 1984)
52.242-3	Penalties for Unallowable Costs	(May 2014)
52.242-4	Certification of Final Indirect Costs	(Jan 1997)
52.242-13	Bankruptcy	(Jul 1995)
52.242-15 ALT I	Stop-Work Order- Alternate I (Apr 1984)	(Aug 1989) (Apr 1984)
52.243-2 ALT I	Changes – Cost Reimbursement Alternate I	(Apr 1984)
52.243-2 ALT II	Changes – Cost Reimbursement Alternate II	(Apr 1984)
52.243-2 ALT V	Changes – Cost Reimbursement Alternate V	(Apr 1984)
52.244-2	Subcontracts	(Oct 2010)
52.244-5	Competition in Subcontracting	(Dec 1996)
52.244-6	Subcontracts for Commercial Items	(Apr 2015)
52.245-1	Government Property	(Apr 2012)
52.245-9	Use and Charges	(Apr 2012)
52.246-25	Limitation of Liability – Services	(Feb 1997)
52.249-6	Termination (Cost Reimbursement)	(May 2004)
52.249-14	Excusable Delays	(Apr 1984)
52.251-1	Government Supply Sources	(Apr 2012)
52.253-1	Computer Generated Forms	(Jan 1991)

I.3 CLAUSES INCORPORATED BY REFERENCE - DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENTS (DFARS)

The full text of a clause may be accessed electronically at:

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

Clause No	Clause Title	Date
252.201-7000	Contracting Officer's Representative	(DEC 1991)
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	(SEP 2013)
252.203-7003	Agency Office of the Inspector General	(DEC 2012)
252.203-7004	Display of Hotline Posters	(JAN 2015)
252.204-7000	Disclosure of Information	(AUG 2013)
252.204-7003	Control of Government Personnel Work Product	(APR 1992)
252.204-7004	Alternate A, System for Award Management	(FEB 2014)
252.204-7005	Oral Attestation of Security Responsibilities	(NOV 2001)

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Clause No	Clause Title	Date
252.204-7015	Disclosure of Information to Litigation Support Contractors	(FEB 2014)
252.209-7004	Subcontracting with Firms that are owned or controlled by The Government of a Terrorist Country	(MAR 2014)
252.211-7003	Item Identification and Valuation	(JUN 2013)
252.211-7007	Reporting of Government-Furnished Property	(AUG 2012)
252.215-7000	Pricing Adjustments	(DEC 2012)
252.216-7009	Allowability of Legal Costs Incurred in Connection With a Whistleblower Proceeding.	(SEP 2013)
252.223-7004	Drug-Free Work Force	(SEP 1988)
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials	(SEP 2014)
252.227-7013	Rights in Technical Data - Noncommercial Items	(FEB 2014)
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	(MAR 2011)
252.227-7015	Technical Data-Commercial Items	(JUN 2013)
252.227-7016	Rights in Bid or Proposal Information	(JAN 2011)
252.227-7019	Validation of Asserted Restrictions - Computer Software	(SEP 2011)
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	(JUN 1995)
252.227-7030	Technical Data- Withholding of Payment	(MAR 2000)
252.227-7037	Validation of Restrictive Markings on Technical Data	(JUN 2013)
252.231-7000	Supplemental Cost Principles	(DEC 1991)
252.232-7010	Levies on Contract Payment	(DEC 2006)
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	(JUN 2013)
252.239-7001	Information Assurance Contractor Training and Certification	(JAN 2008)
252.239-7010	Cloud Computing Services	(AUG 2015)
252.242-7005	Contractor Business Systems	(FEB 2012)
252.242-7006	Accounting System Administration	(FEB 2012)
252.244-7001	Contractor Purchasing System Administration	(MAY 2014)
252.245-7002	Tagging, Labeling, and Marking of Government-Furnished Property	(APR 2012)
252.245-7003	Contractor Property Management System Administration	(APR 2012)
252.245-7004	Reporting, Reutilization, and Disposal	(MAR 2015)
252.246-7001	Warranty of Data	(MAR 2014)
252.251-7000	Ordering From Government Supply Sources	(AUG 2012)

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I.4 CLAUSES INCORPORATED BY REFERENCE DEFENSE FEDERAL - GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL (GSAM)

The full text of a clause may be accessed electronically at:

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

Clause No	Clause Title	Date
552.204-9	Personal Identity Verification Requirements	(Oct 2012)
552.215-70	Examination of Records by GSA	(Feb 1996)
552.216-74	Task-Order and Delivery-Order Ombudsman	(Aug 2010)
552.219-75	GSA Mentor-Protégé Program	(Sep 2009)
552.219-76	Mentor Requirements and Evaluation	(Mar 2012)
552.232-25	Prompt Payment	(Nov 2009)
552.236-75	Use of Premises	(Apr 1984)
552.237-71	Qualifications of Employees	(May 1989)
552.239-70	Information Technology Security Plan and Security Authorization	(Jun 2011)
552.239-71	Security Requirements for Unclassified Information Technology Resources	(Jan 2012)

I.5 CLAUSES INCORPORATED BY FULL TEXT- (FAR)

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, 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 \$300,000,000.00;

(2) Any order for a combination of items in excess of \$300,000,000.00; or

(3) A series of orders from the same ordering office within 15 days that together call for quantities exceeding the limitation in subparagraph (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)

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(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 10 years and six months.

(End of Clause)

52.217-8 Option to Extend Services (Nov 1999)

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

Special Contract Provision:

If the Government exercises its unilateral right to extend services under FAR 52.217-8, the unit prices for the performance of services during the extension period will be the unit prices contained in the contract for the last exercised period of performance.

(End of clause)

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within anytime provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 5 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 Months.

(End of Clause)

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52.222-2 Payment for Overtime Premiums (Jul 1990)

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

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

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

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

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

(End of Clause)

52.222-35 Equal Opportunity for Veterans (Jul 2014)

(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 \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

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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 of identify properly the parties and their undertakings.

(End of Clause)

52.222-35 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)

I.6 CLAUSES INCORPORATED BY FULL TEXT- (DFARS)

252.203-7000 Requirements Relating to Compensation of Former DoD Officials (SEP 2011)

(a) *Definition.* “Covered DoD official,” as used in this clause, means an individual that—

(1) Leaves or left DoD service on or after January 28, 2008; and

(2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 131 with a value in excess of \$10 million, and serves or served—

(A) In an Executive Schedule position under subchapter II of chapter 53 of Title 5, United States Code;

(B) In a position in the Senior Executive Service under subchapter VIII of chapter 53 of Title 5, United States Code; or

(C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under section 201 of Title 37, United States Code; or

(ii) Serves or served in DoD in one of the following positions: program manager, deputy program manager, procuring contracting officer, administrative contracting officer, source selection authority, member of the source selection evaluation board, or chief of a financial or technical evaluation team for a contract in an amount in excess of \$10 million.

(b) The Contractor shall not knowingly provide compensation to a covered DoD official within 2 years after the official leaves DoD service, without first determining that the official has sought and received, or has not received after 30 days of seeking, a written opinion from the

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appropriate DoD ethics counselor regarding the applicability of post-employment restrictions to the activities that the official is expected to undertake on behalf of the Contractor.

(c) Failure by the Contractor to comply with paragraph (b) of this clause may subject the Contractor to rescission of this contract, suspension, or debarment in accordance with 41 U.S.C. 2105(c).

(End of clause)

252.204-7009 Limitations on the Use of Third Party Contractor Reported Cyber Incident Information (AUG 2015)

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

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

“Covered defense information” means unclassified information that—

(1) Is—

(i) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or

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

(2) Falls in any of the following categories:

(i) Controlled technical information.

(ii) *Critical information (operations security).* Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(iii) *Export control.* Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(iv) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

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

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(b) *Restrictions.* The Contractor agrees that the following conditions apply to any information it receives or creates in the performance of this contract that is information obtained from a third-party's reporting of a cyber incident pursuant to DFARS clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (or derived from such information obtained under that clause):

(1) The Contractor shall access and use the information only for the purpose of furnishing advice or technical assistance directly to the Government in support of the Government's activities related to clause 252.204-7012, and shall not be used for any other purpose.

(2) The Contractor shall protect the information against unauthorized release or disclosure.

(3) The Contractor shall ensure that its employees are subject to use and non-disclosure obligations consistent with this clause prior to the employees being provided access to or use of the information.

(4) The third-party contractor that reported the cyber incident is a third-party beneficiary of the non-disclosure agreement between the Government and Contractor, as required by paragraph

(b)(3) of this clause.

(5) A breach of these obligations or restrictions may subject the Contractor to—

(i) Criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and other appropriate remedies by the United States; and

(ii) Civil actions for damages and other appropriate remedies by the third party that reported the cyber incident, as a third party beneficiary of this clause.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts for services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting, including subcontracts for commercial items.

(End of clause)

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (AUG 2015)

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

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

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

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

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“Contractor information system” means an information system belonging to, or operated by or for, the Contractor.

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

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

“Covered defense information” means unclassified information that—

(i) Is—

(A) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or

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

(ii) Falls in any of the following categories:

(A) *Controlled technical information*.

(B) *Critical information (operations security)*. Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(C) *Export control*. Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(D) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

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

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

“Malicious software” means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or

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availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

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

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

“Rapid(ly) report(ing)” means within 72 hours of discovery of any cyber incident.

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

(b) *Adequate security*. The Contractor shall provide adequate security for all covered defense information on all covered contractor information systems that support the performance of work under this contract. To provide adequate security, the Contractor shall—

(1) Implement information systems security protections on all covered contractor information systems including, at a minimum—

(i) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government—

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

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

(ii) For covered contractor information systems that are not part of an IT service of system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1)(i) of this clause—

(A) The security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations, <http://dx.doi.org/10.6028/NIST.SP.800-171> that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer; or

(B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection approved in writing by an authorized representative of the DoD CIO prior to contract award; and

(2) Apply other information systems security measures when the Contractor

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reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

(c) Cyber incident reporting requirement.

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

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

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

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

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

(d) *Malicious software.* The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.

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

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

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

(h) *DoD safeguarding and use of contractor attributional/proprietary information.* The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such

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information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

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

- (1) To entities with missions that may be affected by such information;
- (2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;
- (3) To Government entities that conduct counterintelligence or law enforcement investigations;
- (4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32CFR 236); or
- (5) To a support services contractor (“recipient”) that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

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

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

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

(m) *Subcontracts.* The Contractor shall—

- (1) Include the substance of this clause, including this paragraph (m), in all subcontracts, including subcontracts for commercial items; and
- (2) Require subcontractors to rapidly report cyber incidents directly to DoD at <http://dibnet.dod.mil> and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable.

(End of clause)

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252.216-7006 ORDERING (MAY 2011)

(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 contract schedule. Such orders may be issued from 1 June 2016 through 31 May 2021.

(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)(1) If issued electronically, the order is considered “issued” when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered “issued” when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of clause)

I.7 CLAUSES INCORPORATED BY FULL TEXT- (GSAMS)

552.232-78 COMMERCIAL SUPPLIER AGREEMENTS – UNENFORCEABLE CLAUSES (JULY 2015)

(a) When any supply or service acquired under this contract is subject to a commercial supplier agreement, the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, "this agreement" means the commercial supplier agreement:

(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the U.S. Government, the following shall apply:

(i) Applicability. This agreement is part of a contract between the commercial supplier and the U.S. Government for the acquisition of the supply or service that necessitates a license (including all contracts, task orders, and delivery orders not using FAR Part 12).

(ii) End user. This agreement shall bind the ordering activity as end user but shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

(iii) Law and disputes. This agreement is governed by Federal law. (A) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted. (B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted. (C) Any language prescribing different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

(iv) Continued performance. If the supplier or licensor believes the ordering activity to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in 52.233-1 Disputes.

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(v) Arbitration; equitable or injunctive relief. In the event of a claim or dispute arising under or relating to this agreement, (A) binding arbitration shall not be used unless specifically authorized by agency guidance, and (B) equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the U.S. Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).

(vi) Additional terms.

(A) This commercial supplier agreement may unilaterally incorporate additional terms by reference. Terms may be included by reference using electronic means (e.g., via web links, click and accept, etc). Such terms shall be enforceable only to the extent that:

(1) When included by reference using electronic means, the terms are readily available at referenced locations; and

(2) Terms do not materially change government obligations; and

(3) Terms do not increase government prices; and

(4) Terms do not decrease overall level of service; and

(5) Terms do not limit any other Government right addressed elsewhere in this contract.

(B) The order of precedence clause of this contract notwithstanding, any software license terms unilaterally revised subsequent to award that is inconsistent with any material term or provision of this contract is not enforceable against the government.

(vii) No automatic renewals. If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term}, such license or service shall not renew automatically upon expiration of its current term without prior express Government approval.

(viii) Indemnification. Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(ix) Audits. Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows:

(A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order.

(B) This charge, if disputed by the ordering activity, will be resolved through the Disputes clause at 52.233-1 ; no payment obligation shall arise on the part of the ordering activity until the conclusion of the dispute process.

(C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the Government.

(x) Taxes or surcharges. Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract or order and, in any event, must be submitted to the Contracting

SECTION I – CONTRACT CLAUSES

Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.

(xi) Non-assignment. This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under the clause at 52.232-23, Assignment of Claims.

(xii) Confidential information. If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the Federal Supply Schedule price list shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

(2) If any provision of this agreement conflicts or is inconsistent with the preceding subparagraph (a)(1), the provisions of subparagraph (a)(1) shall prevail to the extent of such inconsistency.)

End of Clause

I.8 DEPARTMENT OF HOMELAND SECURITY (DHS) ACQUISITION REGULATION SUPPLEMENTS (HSAR) CLAUSES INCORPORATED BY REFERENCE

The full text of a provision may be accessed electronically at HSAR website:

www.dhs.gov/publication/homeland-security-acquisition-regulation-deviations/

Clause No	Clause Title	Date
HSAR Class Deviation 15- 01	Safeguarding of Sensitive Information	(Mar 2015)

SECTION J – LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS

Attachment	Title
A	COR Appointment Letter (electronically attached .doc)
B	USCYBERCOM IDIQ Labor Categories and Definitions (electronically attached .pdf)
C	Problem Notification Report (electronically attached .pdf)
D	Corporate NDA Statement (electronically attached .pdf)
E	Seed Task Order 1 (electronically attached .pdf)
F	Task Order 1 Staffing Plan Template (electronically attached .xls) (To be removed at time of award.)
G	Task Order 1 Key Personnel Qualification Matrix (electronically attached .pdf) (To be removed at time of award.)
H	Quality Assurance Surveillance Plan (electronically attached .pdf)
I	Task Order 1 DD-254 (electronically attached .pdf)
J	Past Performance Sheet (electronically attached .pdf)
K	Acronym List (electronically attached .doc)
L	Past Performance Rating Survey (electronically attached .pdf)
M	Offeror Q&A Template (electronically attached .xls)
N	Basic Contract Excel Cost Workbook (electronically attached .xls)
O	Task Order 1 Excel Cost Workbook (electronically attached .xls)
P	Summary Subcontract Report (To be provided at time of award)
Q	Current Environment (electronically attached .pdf)
R	USCYBERCOM and NSA Non-Disclosure Agreements for Contractor Employees (To be provided at time of award)

**SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF
OFFERORS OR RESPONDENTS**

**K.1 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 CO will make the 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 of offer. The solicitation provisions and/or contract clauses are available in either HTML or PDF format at:

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

K.2 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE – FAR

Clause No	Clause Title	Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	(Sep 2007)
52.204-16	Commercial and Government Entity Code Reporting	(Jul 2015)
52.204-18	Commercial and Government Entity Code Maintenance	(Jul 2015)
52.204-19	Incorporation by Reference of Representations and Certifications	(Dec 2014)
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan	(Mar 2015)

K.3 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE- DFARS

Clause No	Clause Title	Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials	Nov 2011

K.4 SOLICITATION PROVISIONS PROVIDED IN FULL TEXT- FAR

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (Dec 2014)

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is 541511.

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

(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.

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF
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(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the 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 certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

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

(c)

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

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

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

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

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

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

(iii) 52.204-3, 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.

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF
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(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.

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF
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(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.]

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

FAR Clause	Title	Date	Change

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

(End of Provision)

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF
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52.209-7 Information Regarding Responsibility Matters (Jul 2014)

(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 proceeding 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.

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(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 database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

52.230-1 Cost Accounting Standards Notices and Certification (May 2012)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement -- Cost Accounting Practices and Certification

(a) Any contract in excess of \$700,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

* (1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF
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Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or
Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

* (2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or
Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

* (3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

* (4) *Certificate of Interim Exemption.* The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

* The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the

**SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF
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offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

* yes * no

(End of Provision)

52.230-7 Proposal Disclosure—Cost Accounting Practice Changes (Apr 2005)

The offeror shall check “yes” below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

[] Yes [] No

If the offeror checked “Yes” above, the offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

K. 5 SOLICITATION PROVISIONS PROVIDED IN FULL TEXT- DFARS

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

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF
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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 and contracts when contract performance will be in Italy.

(viii) 252.229-7013, Tax Exemptions (Spain)—Representation. Applies to solicitations and contracts 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:

 X (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.

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___ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM website 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 Provision #	Title	Date	Change

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

(End of provision)

**252.209-7998 REPRESENTATION REGARDING CONVICTION OF A FELONY
CRIMINAL VIOLATION UNDER ANY FEDERAL OR STATE LAW (DEVIATION
2012-O0007) (MAR 2012)**

(a) In accordance with section 514 of Division H of the Consolidated Appropriations Act, 2012, none of the funds made available by that Act may be used to enter into a contract with any corporation that was convicted of a felony criminal violation under any Federal or State 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 further action is not necessary to protect the interests of the Government.

(b) The Offeror represents that it is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of provision)

**252.209-7999 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID
DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY
FEDERAL LAW (DEVIATION 2012-O0004) (JAN 2012)**

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012,(Pub. L. 112-74) none of the funds made available by that 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

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF
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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.

(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)

252.239-7010 Representation of Use of Cloud Computing (AUG 2015)

(a) *Definition.* “Cloud computing,” as used in this provision, means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This includes other commercial terms, such as on-demand self-service, broad network access, resource pooling, rapid elasticity, and measured service. It also includes commercial offerings for software-as-a-service, infrastructure-as-a-service, and platform-as-a-service.

(b) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether the use of cloud computing is anticipated under the resultant contract.

(c) *Representation.* The Offeror represents that it—

_____ Does anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.

(End of provision)

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 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 FEDSIM Contracting Officer (CO) will make the 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 of offer. The solicitation provisions and/or contract clauses are available in either HTML or PDF format at:

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

L.1.1 SOLICITATION PROVISIONS PROVIDED BY REFERENCE - FAR

Clause No	Clause Title	Date
52.204-7	System for Award Management	(Jun 2013)
52.215-1	Instructions to Offerors-Competitive Acquisition	(Jan 2004)
52.215-16	Facilities Capital Cost of Money	(Jun 2003)
52.215-22	Limitations on Pass-Through Charges-Identification of Subcontract Effort	(Oct 2009)
52.217-5	Evaluation of Options	(Jul 1990)
52.222-46	Evaluation of Compensation for Professional Employees	(Feb 1993)
52.232-38	Submission of Electronic Funds Transfer Information with Offer	(Jul 2013)

L.1.2 SOLICITATION PROVISIONS PROVIDED BY REFERENCE – DFARS

Clause No	Clause Title	Date
252.204-7004	Alternate A, System for Award Management	(FEB 2014)
252.215-7008	Only One Offer	(OCT 2013)
252.215-7009	Proposal Adequacy Checklist	(JAN 2014)
252.219-7000	Advancing Small Business Growth	(MAY 2011)
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	(JAN 2011)

L.1.3 SOLICITATION PROVISIONS PROVIDED BY REFERENCE – GSAM

Clause No	Clause Title	Date
552.217-71	Notice Regarding Options	(Nov 1992)
552.219-71	Notice to Offerors of Subcontracting Plan Requirements	(Mar 2012)

L.2 SOLICITATION PROVISIONS PROVIDED IN FULL TEXT

L.2.1 SOLICITATION PROVISIONS PROVIDED IN FULL TEXT- FAR

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Alternate IV (OCT 2010)

- (a) Submission of certified cost or pricing data is not required.
- (b) Provide information described below:

All data required to be submitted as part of the offeror's proposal is described in Section L.5 of this solicitation. The offeror must use the formats for submission for data prescribed in these sections. By submitting a proposal, the offeror grants the FEDSIM CO or an authorized representative the right to examine records that formed the basis for the pricing proposal. That examination can take place at any time before award. It may include those books, records, documents, and other types of factual data (regardless of form or whether the data are specifically referenced or included in the proposal as the basis for pricing) that will permit an adequate evaluation of the proposed price.

52.216-27 Single or Multiple Awards (Oct 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

The Government anticipates awarding between five and ten contracts as a result of this multiple-award IDIQ solicitation. Additionally, the Government will award Seed TO1 concurrently with the IDIQ award, to one IDIQ awardee. For small business consideration see Section M.1, Method of Award.

(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 FEDSIM CO (addressed as follows) by obtaining written and dated acknowledgment of receipt from Robert Wade, GSA FEDSIM Contracting Officer, 1800 F St, NW, Washington D.C. 20405

Email address: robert.wade@gsa.gov

- (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)

L.2.2 SOLICITATION PROVISIONS PROVIDED IN FULL TEXT- DFARS

252.203-7005 Representation Relating to Compensation of Former DoD Officials.

(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

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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)

L.3 PROPOSAL SUBMISSION OVERVIEW

The following instructions are for the preparation and submission of proposals. The purpose of Section L is to establish requirements for the format and content of proposals so that proposals contain all essential information and can be evaluated equitably.

Offerors are instructed to read the entire solicitation document, including all attachments in Section J, prior to submitting questions and/or preparing an offer. **Omission of any information from the proposal submission requirements may result in a rejection of the offer (e.g proposal).**

The USCYBERCOM Basic Contract will provide broad, deep, and diverse expertise to meet the complete set of core disciplines and Government requirements within this solicitation. The Government will award Seed TO1 concurrently with the Basic Contract, therefore, instructions and evaluation criteria within Sections L and M of this solicitation pertain to both the Basic Contract and Seed TO1.

All information within the page limitations of the proposal is subject to evaluation. The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section M of this solicitation.

Proposals shall be valid for a period of 240 calendar days from the final request for proposal due date.

L.3.1 SUBMISSION OF QUESTIONS

Offerors are requested to submit their questions grouped by the specific solicitation sections and make reference to the particular Section/Subsection number as well as the page number. Questions must be received before the date specified in the solicitation Cover Letter for receipt of questions using the format in Section J (Attachment M). **Questions or requests for extension submitted after the cut-off date will not be considered.**

Any information given to a prospective offeror concerning this solicitation will be furnished promptly to other prospective offerors as an amendment to the solicitation.

L.3.2 DELIVERY INSTRUCTIONS

Offerors shall deliver proposals and receive acceptance from: Brittney Chappell, FEDSIM Contract Specialist. Proposals not received by 11:00 a.m. Eastern Time (ET) on the date(s) stated in the Cover Letter will not be considered.

Note: Please bring all proposals to the E Street entrance of the GSA building at 1800 F Street, NW, Washington, D.C. 20405. Upon arrival, call Brittney Chappell, Contract Specialist, at the phone number provided in the Cover Letter. The Contract Specialist will meet the offeror at the GSA loading dock on E Street. It is suggested that the offeror park on E Street in front of GSA or pull over right outside of the loading dock ramp to unload the boxes. Delivery

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acceptance/quote receipt will be given once the offeror has transferred his/her box of quote materials to the Contract Specialist at the loading dock on E Street. Please note that all proposal boxes are subject to security scanning after receipt.

L.3.3 GENERAL INSTRUCTIONS

- a. A Standard Form (SF) 33, "Solicitation, Offer, and Award," completed and signed by the offeror, Block 17, constitutes the offeror's acceptance of the terms and conditions. . Therefore, a SF 33 must be submitted **for the proposed IDIQ and for the proposed Seed TO1** in Section J (Attachment E) must be executed by a representative of the offeror authorized to commit the offeror to contractual obligations.
- b. An offeror shall submit all the information required by this solicitation. Failure to provide all the required information will result in elimination of the offeror from further consideration for award.
- c. The Government intends to make award based on initial offers received for both the Basic Contract and Seed TO1. Therefore, it is critical that each proposal be fully responsive. Proposals shall set forth full, accurate, and complete information as required by this solicitation package (including Attachments). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.
- d. Offerors submitting restrictive data will mark it as follows in accordance with the FAR 52.215-1, Instructions to Offerors - Competitive Acquisition (Jan 2004), which is incorporated by reference. FAR 52.215-1(e)(1) states:

"Offerors that include in their proposals data they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall –

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

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

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

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

- e. The Government assumes no liability for disclosure or use of unmarked data and may use or disclose the data for any purpose. Unless restricted, information submitted in response to this request may become subject to disclosure to the public pursuant to the provisions of the Freedom of Information Act (5 U.S.C. 551).

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- f. Offerors shall only submit unclassified materials. Any classified information submitted, shall be submitted in accordance with Section L.5.1(f), SCIF Identification Number or Co-utilization Agreement Number.

L.3.4 GENERAL INFORMATION FOR SEED TO1

The following general information applies specifically to Seed TO1 in Section J (Attachment E).

For Seed TO1, the total estimated labor hours for the CPFF portion of Seed TO1 (CLINs X001, X002, X003) is between 806,660 and 896,000 hours. The optional CLIN, CLIN X002, is estimated to be between 41, 240 and 45,820 hours. The surge CLIN, CLIN X003 is estimated to be between 262,260 and 291,400 hours. Any proposal that is not within this range shall include an explanation that specifically draws the government's attention to any unique technical aspects of the proposal the offeror would like the government to consider as the justification for the deviation from the range.

All commercial hardware and software proposed in response to Seed TO1 shall have been formally announced for general release on or before the closing date of the solicitation. Failure to have equipment or software announced prior to submission of proposal may render the offeror's proposal unacceptable.

All offerors are required to propose on Seed TO1.

L.3.5 CONTRACTOR SUPPORT DURING TECHNICAL EVALUATION

The Government expects to have contractor support during the evaluation for administrative functions from E3 Federal Solutions, LLC and the MITRE Corporation. The offeror is encouraged to sign a non-disclosure agreement with E3 Federal Solutions, LLC and the MITRE Corporation that address the offeror's written and video technical proposals (see GSAM 503.104-4). Offerors who choose to enter into a non-disclosure agreement with E3 Federal Solutions, LLC and the MITRE Corporation shall submit their corporate non-disclosure agreement to the POC listed below for review and execution. If a non-disclosure agreement is signed, the non-disclosure agreement shall be submitted with the proposal Part I submission, TAB G. E3 Federal Solutions, LLC and the MITRE Corporation are prohibited from proposing on any work related to the USCYBERCOM Basic Contract.

E3 Federal Solutions, LLC Point of Contact:

Will Fortier

(202)321-7011

wfortier@e3federal.com

The MITRE Corporation Point of Contact:

Bob Orlosky

(703) 983-7622

Rorlosky@mitre.org

L.3.6 NEWS RELEASES

The offeror shall not make any news release pertaining to this procurement without prior

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Government approval and only in coordination with the Contracting Officer.

L.4 SUBMISSION OF OFFERS

Each offer shall be provided to the Government in four Parts. The offeror shall submit each part on the due dates indicated on the Cover Letter of this solicitation.

L.4.1 PROPOSAL PART I

Part I contains preliminary written Cost/Price Proposal information. This part shall contain the following:

- a. Organizational Conflict of Interest Statement (TAB A)
- b. Contract Registration (TAB B)
- c. Current Forward Pricing Rate Agreements or Recommendations (TAB C)
- d. Management Systems (Approved Cost Accounting, Estimating, and Purchasing System) (TAB D)
- e. Cost Accounting Standards (CAS) Disclosure Statement (D/S) (TAB E)
- f. SCIF Identification Number or Co-utilization Agreement Number (TAB F)
- g. Non-Disclosure Agreement with E3 Federal Solutions, LLC and the MITRE Corporation (TAB G)

L.4.2 PROPOSAL PART II

Part II is the remainder of the written Cost/Price Proposal, This part shall contain the following information pertaining to both the Basic Contract (Part II, Section 1) and Seed TO1 (Part II, Section 2):

Part II, Section 1- Basic Contract:

- a. Basic Contract Solicitation, Offer and Award (SF33) (TAB H)
- b. Representations, Certifications, Acknowledgements, and Statements in accordance with Section K (TAB I)
- c. Existing Joint Venture or Partnership, if applicable (TAB J)
- d. Subcontracting Plan (TAB K)
- e. Basic Contract Section B – Supplies or Services and Prices/Costs (TAB L)
- f. Basic Contract Cost/Price Supporting Documentation (TAB M)
- g. Basic Contract Cost/Pricing Assumptions (TAB N)
- h. Financial Resources (TAB O)

Part II, Section 2- Seed TO1 (Section J, Attachment E):

- i. Seed TO1 Solicitation, Offer and Award (SF33) (TAB P)
- j. Seed TO1 Section B – Supplies or Services and Prices/Costs (TAB Q)
- k. Seed TO1 Cost/Price Supporting Documentation (TAB R)

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- l. Subcontractor Supporting Documentation (TAB S)
- m. Seed TO1 Cost/Pricing Assumptions (TAB T)
- n. Representation of Limited Rights Data and Restricted Computer Software (TAB U)

L.4.3 PROPOSAL PART III

Part III is the written Technical Proposal. Page limitations, if applicable, are indicated in the parentheses following each item. The offeror shall provide the following:

- a. A statement stating compliance with the security requirements in Section H.3 of the Basic Contract (TAB AA)
- b. A Section 508 Compliance Statement (TAB BB)
- c. Basic Contract and Seed TO1 Key Personnel Letters of Commitment (TAB CC, 1 page per Key Person)
- d. Seed TO1 Key Personnel Matrices (TAB DD, 3 pages per Key Person)
- e. Seed TO1 Project Staffing Plan (TAB EE)
- f. Seed TO1 Transition-In Plan (TAB FF, 5 pages)
- g. A confirmation statement that all applicable License Agreements will comply with the requirement of Seed TO1 Section H.14 (actual License Agreements need not be submitted prior to award) (TAB GG)
- h. Past Performance (TAB HH, Past Performance Sheet Template (Section J, Attachment J) limited to 3 pages per project; Past Performance Rating Survey Responses (Section J, Attachment L) have no page limitation)
- i. Technical Assumptions (if applicable) (TAB II)
- j. Copy of Video Technical Proposal Presentation Slides (TAB JJ)

L.4.4 PROPOSAL PART IV

Part IV is the Video Technical Proposal Presentation. The offeror shall provide the following:

- a. Operational Approach to IDIQ Scenario
- b. Operational Approach to Seed TO1 and Seed TO1 Surge Scenario
- c. Seed TO1 Management Approach
- d. Basic Contract Management Approach

L.5 SUBMISSION OF THE WRITTEN COST/PRICE PROPOSAL (PARTS I and II)

Offerors shall furnish the basis for cost identified for both the Basic Contract and Seed TO1. Written Cost/Price Proposals shall be submitted as an **original, one paper copy, and one electronic CD copy**. The specific format and information to be provided for the cost proposal to include both the Basic Contract and Seed TO1 is described below and within Section L.5.1 of this solicitation.

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Audits may be performed by Defense Contract Audit Agency (DCAA) on the offeror and all subcontracts proposed for Seed TO1. Cost/Price Proposals shall meet the DCAA audit submittal requirements. Cost proposals will be evaluated (but not scored) based on a Cost Realism Analysis. Offerors shall fully support all proposed costs. An offerors proposal is presumed to represent the offerors best efforts in response to the solicitation. Any inconsistency, whether real or apparent, between promised performance, and cost or price, shall be explained in the proposal.

Offerors shall provide adequate information, which will allow the Government to perform a Cost Realism analysis. Pursuant to FAR 2.101, Cost Realism is defined as:

“...the process of independently reviewing and evaluating specific elements of each offerors proposed cost estimate to determine whether the estimated proposed cost elements are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the unique methods of performance and materials described in the offerors technical proposal.”

As indicated in Section L.1 under FAR Clause 52.215-20, a description of the data required to be submitted with the offerors proposal in order to facilitate the Cost Realism Analysis is provided below in Section L.5.1.

L.5.1 COST/PRICE PROPOSAL TABS

The proposal shall contain the following tabs:

a. Organizational Conflict of Interest Statement (TAB A).

An OCI may exist if the Offeror, its subcontractors, consultants, and/or its teaming partner are currently under contract to provide support services to USCYBERCOM. Other situations may also give rise to an OCI. The offeror and each subcontractor, consultant, and teaming partner shall complete and sign an OCI Statement. The OCI Statement shall disclose all projects that meet the following criteria:

- i. Offeror is currently supporting cyber support contracts for USCYBERCOM; or
- ii. Offeror was or is aware of a possible competitor's proprietary information, such as their overhead rates or proprietary technology or methods; or
- iii. Offeror or the offeror's current staff had access to networks or systems that presented an opportunity for the offeror or staff to access competitors information to gain an advantage; or
- iv. Otherwise created an actual, potential, or perceived conflict of interest.

Contractor Disclosure of Actual or Potential Conflicts of Interest Before and After Award

If, before or after award, an actual or potential conflict of interest is identified by the Government or discovered by the contractor, the contractor shall immediately make a full disclosure in writing to the FEDSIM CO. The contractor further recognizes that during the term of this contract, conditions may change which may give rise to a newly recognized actual or potential conflict of interest. In the event that the Government identifies or the contractor discovers an actual or potential conflict of interest before or after award, the contractor shall, at a minimum, immediately provide the following information:

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- i. A description of the actual or potential conflict of interest and identify the parties involved;
- ii. A description of the work affected by the actual or potential conflict of interest; and
- iii. A mitigation plan as described below.

Mitigation Plan- To the extent that the contractor or the Government has at any time before or after award identified an actual or potential conflict of interest, the contractor shall propose a mitigation plan which concisely describes all relevant facts concerning any potential conflict of interest including any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) relating to the services performed or product to be delivered under this solicitation. The mitigation plan shall describe the actions or planned actions the contractor has taken or proposes to take, to avoid, mitigate, or neutralize the conflict of interest. If accepted by the FEDSIM CO, the mitigation plan will become part of the contract.

Final Authority- The FEDSIM CO is the final authority in determining whether a conflict of interest exists and whether the conflict of interest has been adequately mitigated, neutralized or avoided.

Remedies- The presence of an actual or potential conflict of interest that, in the FEDSIM CO's discretion, cannot be avoided, mitigated or neutralized, may preclude the contractor from competing for the award or, if the conflict is discovered after award and cannot, in the FEDSIM CO's discretion, be neutralized, mitigated or avoided, may result in termination of the contract. If the conflict of interest results from conflicting financial or other interests involving contractor personnel performing under this agreement, the FEDSIM CO may require the contractor to remove such personnel from performance of work under the contract as a means to avoid, neutralize or mitigate the conflict of interest. If the contractor was or, with reasonable diligence, should have been aware of a potential conflict of interest before award, or discovers or with reasonable diligence should have discovered an actual or potential conflict after award and does not disclose or misrepresents relevant information to the FEDSIM CO, it will be deemed a material breach of the agreement/solicitation. In that event, the Government may elect to terminate the contract for default. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this agreement, or statute or regulation.

b. Contract Registration (TAB B).

The offeror shall submit a statement that all information in Assisted Services Shared Information System (ASSIST) is up-to-date. ASSIST is an online, web-based electronic contracting filing (ECF) system designed to facilitate the development of delivery and purchase orders within FAS programs. For information on how to register please visit: <https://portal.fas.gsa.gov/assist-web/registration/contractor/search>.

If the offeror is proposing as a Contractor Teaming Arrangement, as defined in Section L.5.1 Tab J, the designated "team lead" shall be registered in ASSIST and provide the statement identifying that all information is up-to-date. As a result, the "team lead" will be designated and responsible within the Federal Procurement Database System (FPDS) and Contractor Performance Reporting System (CPARS).

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c. Current Forward Pricing Rate Agreements or Recommendations (TAB C).

The offeror shall submit all forward pricing rate agreements including that of the Prime Contractor or proposed Joint Venture.

d. Management Systems (Approved Cost Accounting, Estimating, and Purchasing System) (TAB D).

The offer shall describe all applicable management systems (e.g., accounting, estimating, purchasing). The offeror shall specifically include the date of the last DCAA/DCMA (or other designated responsible Government agency, if applicable) cost accounting system and purchasing system audits, a copy of the results of the audits, audit report number, and date determined adequate. This shall include verification in a form acceptable to the Government of the currently determined adequate systems (e.g., copy of most recent Government purchasing system approval and Government Cost Accounting System adequacy letter).

Additionally, the offeror shall include the name, office, and phone number of their cognizant DCAA/Government audit agency and DCMA/Government Administrative Contracting Officers (ACO) who is responsible for any cost accounting and purchasing system reviews of the contractor.

The Government will determine a prime offeror as non-responsible (and therefore ineligible for award) if the firm does not possess an adequate cost accounting system as determined by the cognizant Federal agency, applicable to the offeror's most current organizational structure, for properly allocating costs at the time of the proposal Part I submission due date.

e. Cost Accounting Standards (CAS) Disclosure Statement (D/S) (TAB E).

The offeror shall include a copy of the CAS D/S. Also, the offer shall state the adequacy of D/S, when audited, audit report number, when determined adequate by ACO, and include any non-compliances with CAS.

If the offeror does not have an approved CAS, the offeror shall self-certify and provide full details that the Offeror's CAS meets the definition of an Acceptable Accounting System per DFARS 252.242-7006(a)(1) and complies with each one of the system criteria stated in DFARS 252.242-7006(c).

f. SCIF Identification Number or Co-utilization Agreement Number (TAB F).

Offerors shall submit their SCIF Identification Number or Co-Utilization Agreement Number, or, if this information is classified, an appropriate point of contact to obtain the required information. The SCIF shall have access to: JWICS, STEs, Polycom - Unclassified and Secret. SCIF shall have a minimum of 30 seats.

If the SCIF Identification Number or Co-Utilization Agreement Number is classified, please provide a point of contact in lieu of the Number so that USCYBERCOM may confirm the information.

g. Non-Disclosure Agreement with E3 Federal Solutions, LLC and the MITRE Corporation (TAB G).

The offeror shall provide copies of Non-Disclosure Agreements with E3 Federal Solutions, LLC and the MITRE Corporation.

h. Basic Contract Solicitation, Offer and Award (SF 33) (TAB H).

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The offeror shall complete the SF33 for the Basic Contract in accordance with the instructions within the form and Section L.3.3.

i. Representations, Certifications, Acknowledgements, and Statements in accordance with Section K (TAB I).

Offerors shall include the completed Section K, Representations, Certifications, Acknowledgements, and Statements.

j. Existing Joint Venture or Partnership, if applicable (TAB J).

“Contractor Team Arrangement” (CTA) means an arrangement in which two or more companies form a Partnership or Joint Venture to act as a potential Prime Contractor (See FAR 9.601(1)); or, a potential Prime Contractor agrees with one or more other companies to have them act as its Subcontractors under a specified Government contract or acquisition program (See FAR 9.601(2)). For the purposes of submitting an Offer under this solicitation, an existing CTA as defined in FAR 9.601(1) is allowable in accordance with the following paragraphs. **Any Prime/Subcontractor CTA as defined in FAR 9.601(2) is not allowable and will be rejected.**

An offeror must have proven experience and performance as an existing CTA in the form of a Partnership or Joint Venture. Offerors who are an existing Joint Venture or Partnership may submit a proposal under this solicitation subject to the following conditions:

- i. The Joint Venture or Partnership is registered in SAM.GOV and has a corresponding DUNS Number;
- ii. The Joint Venture or Partnership meets the definition of a Joint Venture for size determination purposes (FAR 19.101(7)(i));
- iii. The Joint Venture or Partnership fills out and submits the Representations and Certifications in Section K; and

The Joint Venture or Partnership, not the individual team members, must represent all required proposal submission documents, including all Past Performance, Systems, Certifications, and Clearances, as applicable, under this solicitation.

The offeror must submit a complete copy of the Joint Venture or Partnership agreement that established the CTA relationship, disclosing the legal identity of each team member of the Joint Venture or Partnership, the relationship between the team members, the form of ownership of each team member, any limitations on liability or authority for each team member, and a specific statement of what resources each team member provides the teaming agreement. In addition, the existing Joint Venture or Partnership must:

- i. Clearly identify the entities which make up the Joint Venture or Partnership relationship, including disclosure of the primary point of contact for each of the members of the team
- ii. Disclose the Joint Venture or Partnership designated “team lead”. The Joint Venture or Partnership must clearly explain the specific duties/responsibilities of the “team lead” to the other members of the team and to the Government.

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- iii. Describe the specific duties/responsibilities of each member of the team as they relate to each other and explain the specific duties/responsibilities that each team member will have for purposes of contract performance under the Basic Contract.
- iv. Address the circumstances and procedures for replacement of team members, including the team lead, and whether or not the approval of the Government is required prior to replacing any team members

Address the duration of the Joint Venture or Partnership, including when it became effective, when it expires, and the basis for termination.

k. Subcontracting Plan (TAB K).

An offeror other than a small business shall provide a Subcontracting Plan. A small business concern as defined in FAR 52.219-28 is not required to submit a Subcontracting Plan.

The GSAM, Appendix 519A-Small Business Subcontracting Plan Outline (Model) provides a model Subcontracting Plan as a template for offerors to develop a Subcontracting Plan at the following location:

<https://www.acquisition.gov/sites/default/files/current/gsam/html/Part519AppA.html#wp1868782>

Maximum practicable opportunity shall be provided to small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns to participate as Subcontractors in the performance of this contract, consistent with its efficient performance, must be reflected in the offeror's Subcontracting Plan submitted pursuant to the clause of this contract at FAR 52.219-9, Small Business Subcontracting Plan.

In addressing the eleven elements described at FAR 52.219-9(d), the offeror shall demonstrate that its Subcontracting Plan represents a creative and innovative program for involving small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns in performing this contract. An offeror submitting a commercial plan can demonstrate its commitment in providing maximum practicable opportunities through subcontracting opportunities it provides to small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns

The Subcontracting Plan shall include a description of the offerors subcontracting strategies used in previous contracts and significant achievements, with an explanation of how this plan will build upon those earlier achievements. Additionally, the offeror shall demonstrate through its plan that it understands the small business subcontracting program's objectives, GSA's expectations, and is committed to taking those actions necessary to meet these goals or objectives.

The USCYBERCOM Basic Contract will provide significant opportunities for the use of small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business as Subcontractors. As a result, offerors Individual Subcontracting Plans must contain robust small business subcontracting goals. The Government has established, as a minimum, the following subcontracting goals an offeror shall meet and address within their subcontracting plan:

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- i. 30 percent – Small businesses
- ii. 2 percent – HUBZone small businesses
- iii. 15 percent – Small Disadvantaged Businesses (SDB)
- iv. 9 percent – Women-Owned Small Businesses (WOSB)
- v. 7 percent – Service Disabled Veteran-Owned Small Businesses (SDVOSB)

Offerors must adapt the GSAM Appendix 519A model to fit their situation. The model is not a fill-in-the-blank form and the offeror must remove all instructional language. The model does not establish minimum requirements for an acceptable plan. The Government expects offerors to thoroughly review the requirements set forth in FAR 19.704, Subcontracting Plan Requirements, and GSAR 552.219-72, Preparation, Submission, and Negotiation of Subcontracting Plans.

Within a Subcontracting Plan, the total estimated subcontracting dollars planned to all types of business concerns must be provided, then *separately* state the dollars that will be subcontracted to each category. All percentages for each category will be expressed as a percentage of the total subcontracting dollars to all concerns (both large and small). The offeror shall utilize \$90 million per year as its baseline for establishing subcontract goals.

l. Basic Contract Section B – Supplies or Services and Prices/Costs (TAB L).

Offerors shall complete the Basic Contract Excel Cost Workbook referenced in Section B and located within Section J (Attachment N). The offeror is required to provide cost build-up documentation for the proposed composite and ceiling hourly rates for each labor category using the provided Basic Contract Excel Cost workbook in **Section J (Attachment N)**. The offeror shall complete all worksheets in the Basic Contract Excel Cost workbook in accordance with the instructions provided in the Excel attachment.

For proposal purposes and preparing the Basic Contract price cost information, the offeror shall use the labor category descriptions in Section J (Attachment B). As identified within the instructions of the Excel cost workbook, the fully burdened rate **excluding profit and fee** shall be reflected for both the composite and ceiling labor rates. **The rates submitted within the Basic Contract Excel attachment N shall not include subcontractor rates.**

The composite labor rate is assumed to be based on the personnel required to perform the responsibilities defined in Section C of the Basic Contract by using the offerors current personnel who have the skills identified within the labor category descriptions in Section J (Attachment B). The ceiling labor rate shall represent the maximum direct labor rates to be proposed and/or billed under this Basic Contract.

For Section J, Attachment N, the offeror shall not lock any cells and the offeror shall ensure all calculation formulas are included in order to effectively show the cost build up.

m. Basic Contract Cost/Price Supporting Documentation (Tab M).

The cost/pricing supporting documentation thoroughly explaining the cost build up to the fully burdened composite and ceiling rates provided in TAB L is required to enable the Government to perform an adequate cost analysis. Specifically, the offeror shall provide a detailed cost narrative, which must explain the processes and methodologies used to develop

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its cost/price proposal. This includes, but is not limited to, the estimating methodology used by the offeror to include the information stated below.

- i. Direct labor to include a crosswalk of the offerors labor categories, basis of cost element, weightings, and explanations to those in the solicitation (e.g., used categories average rates of xxx and yyy categories dated xx February 20XX, with 40 percent and 60 percent weightings respectively to establish composite rates). The offeror shall specifically indicate in its narrative any applicable Uncompensated Overtime Policy and how such policy affects the hourly direct labor rates.
 - ii. Direct Labor Rate Information (i.e Proposed Basic Contract Composite and Ceiling rates): The offeror shall provide the base direct labor rate (i.e unburdened composite and ceiling rates) for all Basic Contract labor categories and all projected rates (factoring in escalation) for all out years of the Basic Contract. The Government requires that the offeror also submit a position classification plan, which must identify the classes of labor employed by the offeror and the guidelines for determining the title and pay level of each position. Additionally, in accordance with FAR 52.222-46, the offeror shall submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees anticipated to work under the contract.
 - iii. Indirect Rate Information: The offeror shall clearly identify the cost base from which each proposed indirect rate is being applied. If the offeror has any applicable approved Forward Pricing Rate Agreements (FPRA) and/or DCAA Forward Pricing Rate Recommendations, adequate proof of this information shall be provided. Historical indirect rates (unburdened) shall be provided (Overhead, Fringe, General and Administrative, etc.) for the last five years inclusive of appropriate explanations for any major increases and decreases in the rates between years.
- n. Basic Contract Cost/Pricing Assumptions (TAB N).
- Offerors must submit all (if any) assumptions upon which the Basic Contract cost/price portion is based.
- o. Financial Resources (TAB O).

To be determined responsible, a prospective Contractor must have adequate financial resources to perform the contract, or the ability to obtain them. The offeror shall complete and submit a GSA Form 527, Contractor's Qualification and Financial Information, located at www.gsa.gov/forms. If the fill in portion of the form does not accommodate your information, please manually write in the required information. All forms must be signed by an authorized official at the bottom of page 6.

The following instructions are provided for the GSA Form 527 and attachments.

Section I – General Information

Complete all applicable sections

Block 1A: This is the full name of the legal bidding entity that will be signing the contract with GSA as submitted on the SF Form 33

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Block 6: This is asking whether the legal bidding entity uses a DBA, trade name, fictitious name trademark, etc, for business purposes.

Block 13: Non-disclosure of this information is a more significant negative factor than not reporting the items listed.

Section II - Government Financial Aid and Indebtedness

Please complete all applicable sections.

You must answer 14A, 14B, 15A and 16.

Section III – Financial Statements and Section IV Income Statements

Block 18: Check “No”.

Block 20: Check the applicable boxes to show whether the figures are in "Actual", "Thousands" or "Millions."

Blocks 24-28: Submit the last full fiscal year statement and subsequent interim statements. You must attach the financial and interim statements rather than write the figures on the GSA Form 527 – Page 2. Make sure that the full name of the legal bidding entity or parent is in the heading of the financial statements. In addition, the completed Balance Sheet dates and the complete dates of the period covered by the Income Statement must correspond to the Offeror's fiscal year cycle.

NOTE: To those who use Quickbooks software

The Income Statement defaults to a month/year format for all versions of this software that precedes 2009. The complete dates of the period covered by the Income Statement must be submitted (i.e. January 1, 2012 to December 31, 2013). In addition, the older versions show an account called "Opening Bal Equity" in the Balance Sheet's Equity section. Please determine what accounts those funds belong in and transfer them to the correct account.

Section V – Banking and Finance Company Information

Please complete all applicable sections; however, if your company has a prepared list of bank and trade references, you may attach it to the GSA Form 527 instead of completing this section.

Section VI – Principal Merchandise or Raw Material Supplier Information

Leave this Section Blank

Section VII – Construction/Service Contracts Information

Leave this Section Blank

Section VIII – Remarks

Provide remarks as applicable.

Certification

The Name of Business must correspond to the official legal bidding entity on the SF33

Provide Name, Title, Signature, and Date of Authorized Official.

p. Seed TO1 Solicitation, Offer and Award (SF33) (TAB P).

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The offeror shall complete the SF33 for Seed TO1 in accordance with the instructions within the form and Section L.3.3.

q. Seed TO1 Section B – Supplies or Services and Prices/Costs (TAB Q).

The offeror shall indicate the price to be charged for each item in Seed TO1 Section B (Section J, Attachment E) rounded to the nearest whole dollar.

r. Seed TO1 Cost/Price Supporting Documentation (TAB R).

As a supplement to the summary schedule provided in TAB Q, the offeror is required to provide cost back-up documentation for the Seed TO1 Labor CLINs for each period of performance and each task area using the provided Seed TO1 Excel Cost workbook in Section J (Attachment O). The offeror shall complete all worksheets in the Excel workbook in accordance with the instructions provided in the Excel workbook. The back-up documentation shall include a summary total for each element of cost (e.g., direct labor, overhead, G&A, FCCM, fee...). This information is required for the development of fee negotiation objectives. Additionally, the offeror shall submit a cost narrative relevant to Seed TO1 cost/pricing that was not already submitted within the Basic Contract cost narrative (i.e. if applicable, indirect handling rate and additional relevant cost methodology information). Seed TO1 cost proposal must be proposed in accordance with the ceiling rate structured and proposed at the Basic Contract level.

For Section J, Attachment O, the offeror shall not lock any cells and the offeror shall ensure all calculation formulas are included in order to effectively show the cost build up.

s. Subcontractor Supporting Documentation (TAB S).

The offeror shall also provide supporting cost/price documentation for all proposed Seed TO1 subcontractors, to include the proposed type of subcontract, how fee will be determined and paid, and if the contract with the subcontractor is a Time and Materials (T&M) contract, provide rationale and/or justification for selection of this subcontract type. Additionally, the offeror shall provide a narrative detailing the processes used to evaluate the subcontracts it is proposing, including cost and/or price analysis conducted as appropriate for each subcontract. In addition to the supporting cost back-up documentation, DCAA contact information and relevant cost/pricing data shall be provided for all cost type subcontractors. Failure to provide complete supporting documentation may result in no further consideration of the offerors proposal. Subcontractors may submit proprietary data directly to the FEDSIM CO or through the prime contractor in a separate, sealed envelope.

The Prime Contractor shall specifically state whether the estimated costs of any proposed subcontractor will be in excess of \$10M over the life of Seed TO1 for Equal Employment Opportunity (EEO) verification purposes.

t. Seed TO1 Cost/Pricing Assumptions (TAB T).

Offerors must submit all (if any) assumptions upon which the Seed TO1 cost/price portion is based.

u. Representation of Limited Rights Data and Restricted Computer Software (TAB U).

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The offeror shall complete and provide the remainder of 52.227-15(b), Representation of Limited Rights Data and Restricted Computer Software, paragraph representing that it has reviewed the requirements for the delivery of technical data or computer software.

L.6 SUBMISSION OF THE WRITTEN TECHNICAL PROPOSAL (PART III)

Each offeror shall submit all information described in the following paragraphs. The offeror shall provide an original, six copies, **and one electronic CD copy** containing all required TABs of Part III with the exception of TAB JJ.

All electronic files shall be in Microsoft Word or Excel formats. Pages must maintain 1” margins, 12 point Times New Roman font, single spaced and single sided. Unless otherwise specified, pages must be 8.5X11. Charts/Graphics imbedded in proposal will count toward page limitations. Charts/Graphics text must maintain a font minimum of 9 point, including in the Volume III slides, and 11X17 foldouts may be used when providing tables and charts. 11X17 foldouts will be counted as two pages where page limitations apply. Headers may be of a larger font. Items such as a Title Page, Table of Contents, Cover Letter, List of Figures, and Acronym Lists are excluded from the page counts below, unless they are inclusive of a document. (e.g., a Table of Contents within the Draft Transition-In Plan); in which case it would count toward the stated page limitations. PDF files will be allowed for executed documents such as Letters of Commitment.

Each offeror shall provide an original, six copies, and **one electronic CD copy** of the TAB JJ, Video Technical Proposal Presentation Slides, separately bound from the remaining Tabs of the Written Technical Proposal.

For the Video Technical Proposal Video Presentation slides only, the slides shall not contain any fonts smaller than a proportionally spaced font (such as Times New Roman) of at least 12 point.

L.6.1 SECURITY REQUIREMENTS COMPLIANCE STATEMENT - SECTION H.3 (TAB AA)

The offeror shall provide a Statement of Compliance stating how the offeror will comply with the security requirements stated in the Basic Contract Section H.3.

L.6.2 SECTION 508 COMPLIANCE STATEMENT (TAB BB)

The offeror shall include a statement indicating its capability to comply with Section 508 requirements throughout its performance of Seed TO1 in compliance with Seed TO1 Section H.6 in Section J (Attachment E). The offeror’s proposal will be evaluated to determine whether it includes a statement indicating its capability to comply with Section 508 requirements throughout its performance of Seed TO1. Any proposal that does not include a statement indicating the offeror’s capability to comply with Section 508 requirements throughout its performance of Seed TO1 shall be eliminated from further consideration for award.

Note: All acquisition of Electronic and Information Technology (EIT) must meet the applicable accessibility standards at 39 C.F.R. Part 1194. See <http://www.section508.gov> and <http://www.buyaccessible.gov> for more information.

L.6.3 BASIC CONTRACT AND SEED TO1 KEY PERSONNEL LETTERS OF COMMITMENT (TAB CC)

The offeror shall provide a letter of commitment for each designated Basic Contract and Seed TO1 Key Person. The Letter of Commitment is limited to 1 page. The Letter of Commitment shall be signed by each proposed Key Person and include a statement that the proposed Key Person named is employed and available to begin work the specific start dates designated in the award announcements for both the Basic Contract and Seed TO1.

L.6.4 SEED TASK ORDER 1 KEY PERSONNEL MATRICES (TAB DD)

The offeror shall submit a Key Personnel Qualification Matrix in Section J (Attachment G) for each Key Person proposed relating the specialized experience identified in Section H.1 of Seed TO1 in Section J (Attachment E) and the qualifications of the person or persons being proposed for that position for Seed TO1. The offeror shall demonstrate that all Key Personnel meet the qualifications stated in the USCYBERCOM IDIQ Contract Labor Category in Section J (Attachment B) for the proposed labor category. For those additional Key Personnel proposed, the offeror shall identify the specialized experience and the corresponding qualifications for this experience. Each Key Personnel Qualification Matrix shall be limited to 3 pages.

L.6.5 SEED TASK ORDER 1 PROJECT STAFFING PLAN (TAB EE)

The offeror shall provide a Project Staffing Plan Table, in response to Seed TO1, in accordance with the Project Staffing Plan Table Template contained in Section J (Attachment F). The submission shall contain all individuals that will be working on this effort. All Key Personnel proposed shall be identified in the Project Staffing Plan Table and available to begin work immediately on June 1, 2016; this Project start date is to be used for proposal submission purposes only. The offeror shall demonstrate that all named Personnel meet the security requirements listed in Section H.3 and the requirements of the USCYBERCOM IDIQ Contract Labor Category in Section J (Attachment B) for the proposed functional labor category. The offeror shall describe the rationale for the labor categories used and proposed level of effort.

If the names of all non-Key Personnel are not known prior to offer submission, the offeror may indicate “to be determined” in the Project Staffing Plan Table. The names of non-Key Personnel are the only identifiers that may remain unspecified in the Project Staffing Plan Table, all other fields shall be completed. The names of all non-Key Personnel that can be provided shall be provided.

The offeror shall ensure there is consistency in Level of Effort between the Staffing Plans provided in Part III and the Cost Proposals provided in Part II, being cognizant of rounding issues.

L.6.6 SEED TASK ORDER 1 TRANSITION-IN PLAN (TAB FF)

The offeror shall provide a Transition-In Plan for Seed TO1 in Section J (Attachment E). The transition-in plan shall be limited to 5 pages total. The offeror shall include in the Transition-In Plan an approach that provides for a seamless transition from the incumbent to the new contractor in 90 days.

The Plan shall identify the roles and responsibilities of the offeror including proposed schedule(s) and milestones to ensure no disruption of service. The Plan shall also identify and

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discuss the roles and responsibilities of the incumbent contractor and information expected from the incumbent. The offeror shall also identify any actions contemplated on the part of the Government.

L.6.7 SOFTWARE AGREEMENT – SEED TO1 SECTION H.13 (TAB GG)

The offeror must provide consent of the licensor of software tools to amend the Software Agreements in accordance with Seed TO1 Section H.13 in Section J (Attachment E).

L.6.8 PAST PERFORMANCE SUBMISSION (TAB HH)

The offeror shall submit one Past Performance Sheet in Section J (Attachment J) for a maximum of five Past Performance examples that demonstrate the ability to perform USCYBERCOM support services. This Past Performance Sheet response shall be limited to three pages per project. If a Past Performance Information Retrieval System (PPIRS) record does not exist for a project, the contractor shall have the customer complete and the offeror shall submit the completed, sealed Past Performance Rating Survey in Section J (Attachment L). The completed survey form shall be submitted with the proposal. The offeror shall fill out the top portion of the survey and provide it to the survey recipient. The offeror shall provide the sealed/unopened envelope containing the completed survey form with its written technical proposal. The offeror shall encourage the survey recipient to complete and return the sealed survey form in sufficient time for the offeror to include it with its written technical proposal.

The offeror shall be involved (as a prime or subcontractor) in all projects provided and, at minimum, provide two examples in which the proposed prime contractor performed the role of prime contractor for the project provided. The offeror shall provide one example that is similar in size, scope, and complexity to the work required in Seed TO1 and the remaining examples shall provide experience of similar breadth and complexity as it relates to each of the IDIQ core disciplines. Offerors shall show breadth and complexity across the IDIQ core disciplines across all five of the Past Performance examples. Each example is not required to show experience in breadth and complexity across all of the IDIQ core disciplines.

L.6.9 TECHNICAL ASSUMPTIONS (IF APPLICABLE) (TAB II)

Offerors shall identify and address any assumptions affecting the technical proposal citing the component(s) of the proposal to which they pertain for both the response to the Basic Contract and/or Seed TO1. All technical assumptions and Basis of Estimate assumptions shall be included in the technical volume. This shall include any non-Cost/Price information that serves as the basis of a Cost/Price assumption identified in the offerors Cost/Price Proposal.

The Government reserves the right to reject any proposal that includes any assumption that adversely impacts the Government's requirements.

L.6.10 VIDEO TECHINCAL PROPOSAL PRESENTATION SLIDE DECK (TAB JJ)

The offeror shall provide copies of the slides used in its Video Technical Proposal Presentation (Section L.7). The slides will be used by the Government to facilitate its review and evaluation. Paper copies of the slides shall be printed one slide to a page. The offeror shall not provide information in the notes section of the slide. Electronic versions shall be in a common PDF format.

L.7 SUBMISSION OF THE VIDEO TECHNICAL PROPOSAL (PART IV)

Each offeror shall provide **six electronic copies** of the Video Technical Proposal Presentation containing the information required herein Section L.7. The Video Technical Proposal Presentation will be used to assess the offerors capability to satisfy the requirements set forth in the RFP and Seed TO1 in Section J (Attachment E).

Video Technical Proposal Presentation slides presented that differ from slides delivered with the Technical Proposal in Part III will not be evaluated in either Part III or Part IV.

The Video Technical Proposal Presentation will be used to assess the offerors capability to satisfy the requirements set forth in the TOR.

While there will be a separate Q&A session scheduled (See Section L.7.3), it is the Government's expectation that the offeror will present its initially submitted proposal in a manner that is clear and complete.

L.7.1 VIDEO TECHNICAL PROPOSAL PRESENTATION CONSTRAINTS

The offeror shall identify the authors of the presentation by name and association with the offeror in the opening credits. Participation in the presentation shall be limited to the offerors Key Personnel and no more than three additional corporate representatives of the offeror. An offerors "Key Personnel" includes only those persons who will be assigned to the Basic Contract as Key Personnel as described in Section G.2, and Seed TO1 as Key Personnel as described in Section H.1 of Seed TO1 in Section J (Attachment E). The three additional people (e.g., CEOs, company presidents, or contract representatives) from the offeror may appear for an introductory role, but will not be allowed to deliver the content of the offerors proposal. The introductory remarks by any corporate representatives will not be evaluated, but will count towards the offerors allotted Video Presentation time. For the remainder of the presentation, only Key Personnel shall present. Key Personnel introductions may be integrated into the video opening credits for clarity. Content presented by any non-Key Personnel will not be evaluated.

Only those slides actually discussed and presented will be considered in the technical evaluation. Reading the slide title or other similar commentary is not considered presenting the slide. The offerors video presentation shall not exceed 120 minutes. Any content presented after the time limit is reached will not be considered.

The offerors video presentation shall include the use of chapters. The offeror shall include, at a minimum, chapters for each of the proposal topics identified in L.7.4. Additional chapters may be included at logical intervals.

L.7.2 VIDEO TECHNICAL PROPOSAL PRESENTATION MEDIA

There is no limit to the number of slides that can be presented during the video technical proposal presentation within the allotted timeframe of 120 minutes. Only those video presentation slides presented as part of the Video Technical Proposal will be considered for evaluation. Any slides over and above those presented during the video presentation will not be evaluated as part of this source selection.

Unobtrusive company logos or names can be inserted in any or all video presentation slides or content. Content relating to specific solicitation requirements should be logically identified (e.g., sequentially numbered in the lower right corner of the video presentation slides, or titled in

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alignment with solicitation requirements). The offeror shall provide the presentation in one of three formats:

- (a) BluRay quality: H.264, 24Mbps, file type: .MP4
- (b) DVD-ROM HD quality: H.264, 24 Mbps, file type: .MP4
- (c) DVD (regular) quality: H.222/H.262, 9 Mbps, file type .MP4

Please note, the Government does not have a preference as to which format offerors elect to use. Video Resolution is up to the Offeror. Resolution quality is not rated in the technical evaluation. Submission in a single, playable disk is preferred.

GSA FEDSIM uses Sony Model#BDP-SX1000 Video players to view video media. Offerors are encouraged to test video playback and compliance using the same model. As an alternative, the Offeror may contact the Contract Specialist and/or FEDSIM CO at least five business days before the proposal due date to utilize one of FEDSIM's players to assess playability themselves.

The video presentation shall be in a presentation format. Generally, the visual of the Key Personnel presenting the content shall be visible and not obscure the slide. Limited use of graphics will be allowed, such as zooming in to parts of the offerors technical solution. During this time, the visual of the Key Personnel may be replaced with the name of the speaker. Limited use of animation for technical diagrams is allowable. While this will not be evaluated, the Government discourages the use of transitions and advanced video graphics or cinematic features.

Each slide shall reference in the top right corner, the Section/subsection number from Section C and the Section F deliverable that is being described/discussed on the slide, where applicable.

L.7.3 TECHNICAL PROPOSAL ORAL QUESTION AND ANSWER (Q&A) SESSION

Each offeror determined to have passed all Pass/Fail requirements shall participate in an oral Question and Answer (Q&A) session led by the CO and participated in by the Technical Evaluation Board (TEB) Members and other representatives of the Government. The CO will schedule the Q&A session once all proposal Parts II, III, and IV are received.

The purpose of the oral Q&A session is to allow the Government to ask questions, as deemed necessary, that will serve to clarify to the Government, for evaluation purposes, the offerors methodologies and approaches as proposed. It is the Government's intent to ask clarifying questions only to the extent deemed minimally necessary for the evaluators to sufficiently understand what is being proposed.

Attendance at the oral Q&A session is limited to the offerors proposed Key Personnel and no more than three additional corporate representatives of the offeror. The offerors Key Personnel shall be prepared to answer questions about the Video Technical Proposal Presentation and Part III written technical proposal in the Q&A session.

L.7.3.1 TECHNICAL PROPOSAL ORAL QUESTION AND ANSWER SESSION SCHEDULING

The CO will schedule the Q&A session with the authorized negotiator or the signatory of the SF 33. Time slots will be assigned randomly and may not be changed or traded. The Government reserves the right to reschedule any offerors Q&A session at its sole discretion.

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The Q&A session will be held at facilities designated by the CO. The exact location and any other relevant information will be provided when scheduled.

L.7.3.2 TECHNICAL PROPOSAL ORAL QUESTION AND ANSWER SESSION FORMAT

The offeror shall address any clarification questions posed by the FEDSIM CO or the TEB Chairperson. Although no stated time limit for the duration of the Q&A session will be imposed, for planning purposes, it is anticipated that the sessions should not last more than two hours.

The offeror may bring bound printed copies of its Part III proposal volume to refer to throughout its designated session. The offeror will not be presenting any information to the Government other than answering the clarification questions posed.

During the initial Q&A session, the offeror will address any clarification questions posed by the TEB Chairperson. The offeror may briefly caucus to coordinate responses to specific requests for clarifications. These brief caucuses may not last longer than five minutes before presenting the coordinated response. The entire session will be documented by the Government.

Upon completion of the Q&A session, the Government may caucus to formulate any additional clarification questions regarding the technical proposal; **however, proposal revisions are not expected and will NOT be allowed.**

L.7.3.3 RECORDING OF THE TECHNICAL PROPOSAL ORAL QUESTION AND ANSWER SESSION

The offeror shall not audio or video record any of the Q&A process. All offerors electronic devices shall be powered off prior to entry to the room and remain off for the entirety of the Q&A session.

L.7.4 VIDEO TECHNICAL PROPOSAL PRESENTATION TOPICS

Within the Video Technical Proposal Presentation, the Government does not expect the offeror to provide a restatement of the information already submitted in writing in Part III. Instead, the offeror shall address this information under the topics provided. The Video Technical Proposal Presentation shall include the following topics, and be organized in the following order:

- a. Topic 1: Operational Approach to IDIQ Scenario
- b. Topic 2: Operational Approach to Seed TO1 and Seed TO1 Surge Support Scenario
- c. Topic 3: Seed TO1 Management Approach
- d. Topic 4: Basic Contract Management Approach

METHODOLOGY. For this acquisition the term “methodology” is defined as the system of practices, techniques, procedures and rules as required by this TO. This definition is based on the Project Management Institute’s Project Management Body of Knowledge. For the avoidance of doubt, the Government is seeking a coherent discussion of *how* the offeror proposes to meet its requirements, rather than a mere restatement of the requirements or a mere listing of *what* the offeror proposes to do. The latter will not be deemed to constitute a methodology.

L.7.4.1 OPERATIONAL APPROACH TO IDIQ SCENARIO (TOPIC 1)

The offeror shall provide an operational approach to the following IDIQ scenario: USCYBERCOM is going to host a major Cyberspace Exercise that includes CCMDs, Federal and Foreign partners, Other Government Agencies (OGAs), including ranking and senior officials. The nature of the exercise is cyberspace tactics, techniques, and procedures. The exercise will include 200 Participants and the exercise event duration is two weeks.

The offerors approach shall describe the following:

- a. The offerors approach to address the IDIQ exercise scenario that is comprehensive and clear, as well as, relevant to the USCYBERCOM mission and requirements.
- b. The offerors operational approach to address the IDIQ exercise scenario from conception through after action utilizing the 10 core discipline areas as they relate to the exercise. The offerors approach shall focus on the process to address the Event, not the topic of the exercise.
- c. The offerors approach to address the coordination and collaboration with all relevant stakeholders.

L.7.4.2 OPERATIONAL APPROACH TO SEED TASK ORDER 1 (TOPIC 2)

The operational approach to Seed TO1 provided in Section J (Attachment E) shall describe the following:

- a. The offerors technical approach/solution for meeting the support services objectives and providing the support required in Seed TO1 in Section J (Attachment E). The discussion shall identify the technical solution including the approach, methodology, and analytical techniques and reflect a clear understanding of the requirements.
- b. The offerors approach at a TO level to coordination and collaboration with relevant stakeholders to include other contractors and the Government.

L.7.4.2.1 OPERATIONAL APPROACH TO SEED TO1 SURGE SUPPORT SCENARIO (SUBTOPIC 1)

The operational approach to the following surge support scenario: a Threat Actor uses exploitation methods to gain access and control of multiple DoD servers across multiple enclaves and exfiltrated an unknown amount of data.

The offeror shall provide a response to the surge support scenario that is methodical, clear, and effective. The contractor shall provide a solution that provides sufficient detail and reflects a clear understanding of the requirement. The approach shall describe the following:

- a. Initial Response Plan for the first 24 hours.
- b. Interim Mitigation Plan for 24-96 hours.
- c. Scope and Response Options for 96 hours – 3 months which shall address:
 - i. Full-spectrum Cyberspace Operations in relation to Planning & Response;
 - ii. Analysis of root cause;
 - iii. Findings, mitigation measures, assessments;
 - iv. Recommendations for the future to prevent the same scenario; and
 - v. Systematic stand-down of surge event and return to steady state.

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- d. The offerors approach to and rationale for staffing the surge support scenario. (Please note that this staffing approach shall specifically refer to the surge support scenario in Section L.7.4.2.1, not the offerors approach to staffing Section C.4.9 overall.)

L.7.4.3 SEED TO1 MANAGEMENT APPROACH (TOPIC 3)

The offeror shall identify the Management Approach, techniques, and tools that the offeror shall use to accomplish the objectives and requirements identified in Seed TO1 in Section J (Attachment E). The TO1 Management Approach shall describe the following:

- a. The offerors approach to recruitment and retention of qualified, cleared personnel at the TO level for Seed TO1. This includes hiring and retaining experts in the field and ensuring qualified and cleared personnel will be available at time of TO award.
- b. The offerors approach to effective communication and coordination with the Government and other contractors working in the USCYBERCOM environment.
- c. The offerors approach shall demonstrate the integration, extent, and depth of small and disadvantaged business participation in Seed TO1.

L.7.4.4 BASIC CONTRACT MANAGEMENT APPROACH (TOPIC 4)

The offeror shall identify the Management Approach, techniques, and tools that the offeror shall use to accomplish the objectives and requirements identified in this Basic Contract. The Management Approach shall describe the following:

- a. The offerors approach to managing multiple TOs and subcontractors with a focus on continuity across TO delivery and quality control.
- b. The offerors approach to effective communication and coordination with the Government, as well as, the offerors approach to planning, organizing, and managing of internal resources and subcontractors, to include lines of authority.
- c. The offerors approach to recruitment and retention of qualified, cleared personnel at the TO level. This includes hiring and retaining experts in the field and ensuring qualified and cleared personnel will be available at time of award.

SECTION M – EVALUATION FACTORS FOR AWARD

M.1 METHOD OF AWARD

The Government anticipates awarding between five and ten contracts as a result of the multiple-award IDIQ RFP. In addition, the Government will award Seed TO1, to one offeror, concurrently with the award of the IDIQ. The Basic Contracts and Seed TO1 will be awarded to the offerors whose proposals provide the best value to the Government, cost and other factors considered. To aid in the best value determination for the Basic Contract, all technical evaluation factors listed in Section M.4 will be used to determine an overall technical proposal rating. To aid in the best value determination for Seed TO1, only the Seed TO1 Technical Evaluation factors will be used to determine an overall Seed TO1 technical evaluation rating. The Seed TO1 Technical Evaluation Factors, provided in Section M.4, are as follows: Operational Approach to Seed TO1 (Factor 2), Seed TO1 Key Personnel and Seed TO1 Project Staffing Plan (Factor 3), Seed TO1 Management Approach (Factor 5). All evaluation factors other than cost, when combined, are significantly more important than cost. Award may be made to other than the lowest cost, technically acceptable proposal. Offerors shall be aware that cost may increase in importance, and become a discriminating factor as proposals become similar in ratings for the other factors.

The Government may make award based on initial offers received, without discussion of such offers. Proposals shall set forth full, accurate, and complete information as required by this solicitation package (including Attachments). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

In accordance with FAR 19.502-4, Multiple-Award Contracts and Small Business Set-Asides, and section 1331 of Public Law 111-240 (15 U.S.C. 644(r)), the Government intends to reserve two or more contract awards for Small Businesses. If adequate competition is received and responsible offers are received from two or more small businesses, and initial best value determination does not result in two or more contract awards for small businesses, the Government, in the sole discretion of the source selection authority, may select one or more lower-rated and/or higher-priced small business proposals for award instead of a higher-rated and/or lower-priced non-small business proposal if doing so is in the best interest of the Government.

M.1.1 CONTINGENCY PROCEDURES

If the Government receives what is considered to be a large number of proposals, then the Government will evaluate the proposals in phases in order to progressively reduce the number being considered for contract award. The purpose of this contingency procedure is to reduce the time and cost of source selection, both for the Government and the competing offerors. If the Government determines it is necessary, it will execute the procedure as follows:

Phase 1 - The Government will review the pass/fail elements listed in Section M.3. The Government will eliminate from further consideration any proposal that does not pass each of the pass/fail elements.

Phase 2 – If a large number of offerors still remain in contention after Phase 2, the Government will continue to evaluate Factors 1 through 7 as well as conduct a price analysis of Seed TO1. If at any point during the evaluation, any factor is found to be NOT ACCEPTABLE and/or total cost for Seed TO1 is considered to be too high to be sufficiently competitive, the offeror will be removed from further consideration for award

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and notified, in writing, as soon as practicable. This evaluation will be conducted according to Sections M.4.

Phase 3 - The Government will evaluate the cost/price proposal, Parts I and II, on all offerors that remain after completing Phases 1 and 2 and receive an overall technical rating of ACCEPTABLE or higher

The decision to eliminate any offeror through this procedure will not constitute the establishment of a competitive range, as described in FAR 15.306(c), and it will not obligate the Government to conduct discussions or to solicit or entertain proposal revisions. However, the Government reserves the right to establish a competitive range and conduct discussions if the Government decides that it is in the best interest of the Government to do so.

M.2 ORGANIZATIONAL CONFLICT OF INTEREST

Section L.5.1, Proposal Part I, Tab A will be evaluated to assess whether or not an actual or potential OCI exists as defined by FAR Part 9.5. If an actual or potential conflict of interest is identified that cannot be feasibly mitigated, avoided, or resolved in accordance with FAR Part 9.5, that offeror may be ineligible for award.

M.3 PASS/FAIL EVALUATION FACTORS

The Government will evaluate the following pass/fail elements. **A failure on any single Pass/Fail criteria will make the proposal ineligible for award, with no further evaluation of the technical and pricing proposal conducted by the Government.**

Pass/Fail Elements:

The following will be evaluated on a Pass/Fail basis:

1. The Government will reject any proposal that does not provide a Section 508 Compliance Statement. (Section L.6.2)
2. The Government will reject any proposal that does not provide confirmation that all applicable License Agreements will comply with the requirement of Seed TO1 Section H.13 (Section L.6.7)
3. The Government will reject any proposal that does not provide a Letter of Commitment, signed by each proposed Basic Contract and Seed TO1 Key Personnel at the proposal submission due date. Additionally, a proposal that states, “To Be Determined” or TBD for a proposed Key Person, or omits a Key Person, will be rejected by the Government. (Section L.6.3)
4. The Government will reject any proposal that does not provide a statement describing how the contractor will comply with the security requirements stated in Section H.3 of the Basic Contract. (Section L.6.1)
5. The Government will reject any proposal in which the offeror (prime contractor) does not provide the SCIF Identification Number or Co-Utilization Agreement number to which the offeror has access. SCIF shall have access to: JWICS, STEs, Polycom - Unclassified and Secret. SCIF shall have a minimum of 30 seats. (Section L.5.1, TAB F)

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- i. If the SCIF Identification Number or Co-Utilization Agreement Number is classified, please provide a point of contact in lieu of the Number so that USCYBERCOM may confirm the information.
6. The Government will reject any proposal that does not provide the Representations, Certifications, Acknowledgements, and Statements in accordance with Section K. (Section L.5.1, TAB I)
7. The Government will reject any proposal that does not provide a subcontracting plan that addressing the minimum subcontracting goals identified in Section L.5.1, TAB K.
8. The Government will reject any proposal that does not provide documentation confirming an acceptable cost accounting system in accordance with Section H.7.

M.4 TECHNICAL EVALUATION FACTORS

The Government will evaluate technical proposals (Part III and Part IV) based on the following factors:

Factor 1: Operational Approach to IDIQ Scenario (Section L.7.4.1)

Factor 2: Operational Approach to Seed TO1 (Section L.7.4.2), to include the Operational Approach to Surge Support Scenario (Section L.7.4.2.1)

Factor 3: Past Performance as it relates to the ten Core Disciplines (Section L.6.8)

Factor 4: Seed TO1 Key Personnel (Section L.6.4) and Seed TO1 Project Staffing Plan (Section L.6.5)

Factor 5: Seed TO1 Management Approach (Section L.7.4.3) to include the written Seed TO1 Transition-In Approach (Section L.6.6)

Factor 6: Basic Contract Management Approach (Section L.7.4.4)

Factor 7: Past Performance as it relates to Seed TO1 (Section L.6.8)

The technical proposal evaluation factors are listed in descending order of importance. All seven technical factors combined are significantly more important than cost. The Government will combine the results of the written and video submissions, including the Q&A responses, to arrive at a rating for the technical evaluation factors as a whole. The receipt of an evaluation rating of Not Acceptable in any single technical evaluation factor will result in the overall proposal being determined Not Acceptable and therefore ineligible for award.

Adjectives utilized in paragraphs M.4.1, M.4.2, M.4.3, M.4.4, M.4.5, and M.4.6 are defined as follows:

- a. Clear – Easy to understand.
- b. Comprehensive – Encompasses all aspects of the approach. Complete.
- c. Detailed – Facilitates a full understanding of the proposed solution. Thorough. Includes minute details.
- d. Effective – Provides identifiable benefit to the Government relative to requirements.
- e. Efficient – Capable of producing results without waste of materials, time, or effort.

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- f. Feasible – Possible to do easily or conveniently within typical resource constraints.
- g. Practical – Likely to succeed and be effective in actual practice.
- h. Relevant – Specific to these requirements. Directly connected with the Government’s requirements, conditions, standard, and processes.

M.4.1 FACTOR 1: OPERATIONAL APPROACH TO IDIQ SCENARIO

The offeror’s Operational Approach to the IDIQ Scenario will be evaluated to determine whether the offeror has an understanding of the overall scope and complexity of the USCYBERCOM IDIQ effort. The approach will also be evaluated to assess the degree to which it complies with Section L.7.4.1. The offeror’s proposal will be evaluated using the following:

- a. The Government will evaluate the approach to ensure a comprehensive and clear approach to address the IDIQ exercise scenario, and the degree to which the proposal is relevant to the USCYBERCOM mission and requirements.
- b. The Proposal will be evaluated to ensure it clearly demonstrates a comprehensive understanding and the ability to execute in each of the USCYBERCOM IDIQ 10 Core Disciplines relevant to the IDIQ exercise scenario.
- c. The Government will evaluate how the offeror will effectively address the coordination and collaboration with all relevant stakeholders in its approach.

M.4.2 FACTOR 2: OPERATIONAL APPROACH TO SEED TO1 AND SURGE SUPPORT SCENARIO

The offeror’s Operational Approach to Seed TO1 and Surge Support Scenario will be evaluated to assess the degree to which it complies with Sections L.7.4.2 and L.7.4.2.1.

- a. The Government will evaluate the Seed TO1 operational approach factor to assess the degree to which it is comprehensive, clear, and effective and the degree to which the proposal is relevant to the USCYBERCOM Operations environment and meets the requirements of the RFP.
- b. The Government will evaluate the degree to which the offeror effectively address the coordination and collaboration with all relevant stakeholders to include other contractors and the Government in its approach.
- c. The Government will evaluate the Surge Support Scenario approach the degree to which the approach is comprehensive, clear, effective, and efficient. The Government will evaluate to ensure the solution is detailed and shows a clear understanding of the requirement.
- d. The Government will evaluate the degree to which the Surge Support Scenario approach and rationale for staffing the Scenario reflects a clear understanding of the requirements and is consistent with the offerors approach to respond to the Scenario.

M.4.3 FACTOR 3: PAST PERFORMANCE AS IT RELATES TO THE TEN CORE DISCIPLINES (TAB x)

The Government will evaluate the proposal based on the degree to which the past performance submitted is relevant as it relates to the requirements of the ten Core Disciplines and the

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requirements listed in Section L.6.8. The Government will evaluate the offeror's response to the Past Performance Sheet in Section J (Attachment J) in terms of the quality of the work done and the timeliness and cost efficiency of the work performed. The rating of the relevant work performance is very important to the evaluation. Past Performance, either positive or Neutral, which is considered by the Government to be more closely related to the scope of this effort will be treated more favorably in the evaluation process.

Any past performance information not submitted and received by the date/time of RFP closing will NOT be considered and will result in a past performance rating of Neutral for the referenced project. In this regard, if some of the offeror's references provide the past performance information by RFP closing but others do not, the Government will rate the respondents accordingly and note the non-respondent project(s) as Neutral.

In addition, if past performance information is submitted, but does not meet the following requirements, the offeror will receive a Not Acceptable or Neutral overall rating for Past Performance:

- a. The proposed prime contractor was involved, as a prime or subcontractor, in all five projects
- b. The proposed prime contractor performed in the role of prime contractor for at least two of the five projects

If the prime is a JV or team, all references to prime contractor in this Section refer to the JV or team, not its components. For example purposes, A Company, B Company, and C Company formed a Joint Venture called, ABC Incorporated. Company A is not considered the prime contractor for the purposes of this proposal submission. Only Company ABC is considered a prime contractor for the purposes of this proposal submission.

Any neutral past performance ratings, partial or in whole, will be taken into consideration during the Government's overall risk assessment during the best value determination process.

The Government reserves the right to check other documented commercial and federal sources (e.g., CPARS, PPIRS, etc.) for the evaluation of past performance, if applicable to the requirements.

M.4.4 FACTOR 4: SEED TO1 KEY PERSONNEL AND SEED TO1 PROJECT STAFFING PLAN

The Key Personnel Matrices for Seed TO1 will be evaluated to assess the appropriateness and completeness of the experience, skill and qualifications of the proposed Key Personnel identified in Section H.1 of Seed TO1 provided in Section J (Attachment E). Key Personnel will also be evaluated to assess the currency and applicability of experience as it relates to Section H.1 of Seed TO1 provided in Section J (Attachment E). The Government will also assess the degree to which the Key Personnel Matrices comply with the requirements set forth in Sections L.6.4.

The Project Staffing Plan for Seed TO1 will be evaluated to assess the degree to which it complies with the requirements outlined in Section L.6.5 including the estimated hours and labor mix for Key Personnel and the experience, skill, and qualifications of the personnel proposed.

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M.4.5 FACTOR 5: SEED TO1 MANAGEMENT APPROACH AND SEED TO1 TRANSITION-IN PLAN

The Seed TO1 Management Approach will be evaluated to assess the degree to which it reflects an effective, efficient, feasible, and practical level of understanding of the USCYBERCOM mission and authorities in accomplishing the tasks and deliverables of Seed TO1 from a management perspective. The Government will evaluate the degree to which the management approach provides a clear, comprehensive approach that complies with the requirements in Section L.7.4.3, with minimal risk, and innovative and cost effective ideas. The Government will evaluate the degree to which the offeror:

- a. Shows an effective, efficient, and feasible approach to recruitment and retention of qualified, cleared personnel at the TO level for Seed TO1. This includes hiring and retaining experts in the field and ensuring qualified and cleared personnel will be available at time of TO award.
- b. Shows an effective approach to communication and coordination with the Government and other contractors working in the USCYBERCOM environment.
- c. The integration, extent, and depth of small and disadvantaged business participation in Seed TO1.

The Transition-In Plan will be evaluated to assess the degree to which it thoroughly and completely details, identifies and discusses the roles and responsibilities of the incumbent contractor, the offeror and the Government and the information the offeror needs to obtain from the incumbent contractor. The Transition-In Plan will be evaluated to assess the degree to which it provides a clear, comprehensive approach that complies with the requirements in Section L.6.6. The Government will evaluate the offeror's rationale for how to accomplish the Plan, its appropriateness and how well the offeror's approach promotes a seamless transition from the incumbent to the new contractor.

M.4.6 FACTOR 6: BASIC CONTRACT MANAGEMENT APPROACH

The Basic Contract Management Approach will be evaluated to assess the degree to which it reflects an effective, efficient, feasible, and practical level of understanding of the USCYBERCOM mission and authorities in accomplishing the tasks and deliverables of the Basic Contract from a management perspective. The Government will evaluate the degree to which the management approach complies with the requirements in Section L.7.4.4, with minimal risk, and innovative and cost effective ideas. The Government will evaluate the degree to which the offeror:

- a. Effectively and efficiently manages multiple TOs and subcontractors with a focus on continuity across TO delivery and quality control.
- b. Shows an effective approach to communication and coordination with the Government, as well as, an effective approach to planning, organizing, and managing of internal resources and subcontractors, to include lines of authority.
- c. Shows an effective, efficient, and feasible approach to recruitment and retention of qualified, cleared personnel at the TO level for future TOs.

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M.4.7 FACTOR 7: PAST PERFORMANCE AS IT RELATES TO SEED TO1

The Government will evaluate the proposal based on the degree to which the past performance submitted is relevant as it relates to the requirements of the Seed TO1 and the requirements listed in Section L.6.8. The Government will evaluate the offeror's response to the Past Performance Sheet in Section J (Attachment J) in terms of the quality of the work done and the timeliness and cost efficiency of the work performed. The rating of the relevant work performance is very important to the evaluation. Past Performance, either positive or Neutral, this is considered by the Government to be more closely related to the scope of this effort, will be treated more favorably in the evaluation process.

Any past performance information not submitted and received by the date/time of RFP closing will NOT be considered and will result in a past performance rating of Neutral for the referenced project. In this regard, if some of the offeror's references provide the past performance information by RFP closing but others do not, the Government will rate the respondents accordingly and note the non-respondent project(s) as Neutral.

In addition, if past performance information is submitted, but does not meet the following requirements, the offeror will receive a Not Acceptable or Neutral overall rating for Past Performance:

- c. The proposed prime contractor was involved, as a prime or subcontractor, in all five projects
- d. The proposed prime contractor performed in the role of prime contractor for at least two of the five projects

If the prime is a JV or team, all references to prime contractor in this Section refer to the JV or team, not its components. For example purposes, A Company, B Company, and C Company formed a Joint Venture called, ABC Incorporated. Company A is not considered the prime contractor for the purposes of this proposal submission. Only Company ABC is considered a prime contractor for the purposes of this proposal submission.

Any neutral past performance ratings, partial or in whole, will be taken into consideration during the Government's overall risk assessment during the best value determination process.

The Government reserves the right to check other documented commercial and federal sources (e.g., CPARS, PPIRS, etc.) for the evaluation of past performance, if applicable to the requirements.

M.5 TECHNICAL ASSUMPTIONS

Offerors assumptions will be reviewed in the context of the technical factor to which they apply. The Government reserves the right to reject any proposal that includes any assumption that may adversely impact satisfying the Government's requirements.

M.6 COST/PRICE PROPOSAL EVALUATION FACTOR

The offeror's written cost proposal (Section L.5.1, Parts I and II) will be analyzed to assess cost realism and price reasonableness. In addition, a cost analysis will be conducted to evaluate the reasonableness of the individual cost elements and methodology used to determine an offeror's proposed Basic Contract ceiling and composite rates. The offeror's proposal will also be evaluated to confirm that the offeror has provided all information required in Section L.5.1.

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Cost realism relates to an offeror's demonstration that the proposed cost or price provides an adequate reflection of the offeror's understanding of the Seed TO1 requirements of this solicitation and will be evaluated in accordance with 15.404-1(c)(1). Offerors are encouraged to pay particular attention to the provisions of FAR 52.222-46, Evaluation of Compensation for Professional Employees (FEB 1993). An analysis of cost realism will be made only if the offeror receives an overall technical rating of ACCEPTABLE or higher.

Seed TO1 costs that are excessively high or low (without sufficient justification) will be considered unrealistic and unreasonable and may receive no further consideration. Any proposal that is not within the total Seed TO1 estimated hours cited in Section L.3.4 shall include an explanation that specifically draws the Government's attention to any unique technical aspects of the proposal the offeror would like the Government to consider as the justification for the deviation from the range.

The six month extension period, authorized by FAR clause 52.217-8, will not be included in the total awarded cost. However, it will be evaluated to ensure that the option is available for the unilateral exercise of the Government should an extension become necessary. The offeror shall not propose a price for the six month extension.

The Government will determine a Prime Contractor as non-responsible (and therefore ineligible for award) if the firm does not possess a Government-determined adequate/acceptable cost accounting system, applicable to the offerors most current organizational structure, for properly allocating costs applicable to this cost-type contract at time of proposal Part I submission due date.

M.7 OVERTIME AND EXTENDED BILLING HOUR PRACTICES

The Government reserves the right to reject any proposal that includes overtime or extended hours billing practices that adversely impact or affect the Government's requirements. This language is not meant to prevent the use of T&M subcontractors for Seed TO1 purposes.

M.8 COST ASSUMPTIONS

The Government reserves the right to reject any proposal that includes any cost assumptions that may adversely impact satisfying the Government's requirements.