

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   35
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 03/29/2013	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY NATIONAL GEOSPATIAL-INTELLIGENCE AGENCY ATTN: ACH/MS: S84-ACH 7500 GEOINT DR SPRINGFIELD, VA 22150		7. ADMINISTERED BY (If other than Item 6) SEE BLOCK 6.		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. HM0177-10-R-0049	<input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11) 07/08/2011
			<input type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO.	<input type="checkbox"/> 10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Solicitation HM0177-10-R-0049 is hereby amended to update clauses, notes, required submission information and attachments.

SEE PAGES 3-35 FOR ADDITIONAL INFORMATION.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED		16C. DATE SIGNED	
<i>(Signature of person authorized to sign)</i>		<i>(Signature of Contracting Officer)</i>	

SF 30 BLOCK 14 CONTINUATION PAGE. DESCRIPTION OF  
AMENDMENT/MODIFICATION

1. The purpose of this Amendment is to update clauses, provisions, notes, required submission information and attachments. **The changes are reflected by a bar in the right margin of the page as indicted below.** A summary of changes is as follows:
  - a. **SECTION F – Deliveries or Performance.**  
Paragraph F.6, Agreement Audit Reports, updated as necessary.
  - b. **SECTION I – Contract Clauses.**  
As a result of updates to the FAR, DFARS and/or agency local clauses and provisions, Section I has been revised. Some clauses/provisions are incorporated by references while others have been provided in full text. This format is the same as provided in the original solicitation issued July 2011. See Section I, in its entirety, for changes.
  - c. **SECTION J – List of Attachments.**
    - i. Updated **Attachment 1**-Sample Program Management Review
    - ii. Updated **Attachment 4**-Mentor-Protégé Change Request Form.
  - d. **SECTION K – Representations, Certifications, and Other Statements of Offerors or Respondents.**  
As a result of updates to the FAR, DFARS and/or agency local provisions, Section K has been revised. Some provisions are incorporated by references or provided in full text, same as original solicitation. See Section K, in its entirety, for changes.
  - e. **SECTION L – Instructions, Conditions, and Notices to Offerors or Respondents.**
    - i. Paragraph L.3, 52.216-1, Type of Contract, revised to include Hybrid Contract (Credit and Cost reimbursable).
    - ii. Paragraph L.6., Mentor-Protégé Program Outline, has been updated in order to provide additional clarification.
2. SEE PAGES 3 THRU 35 FOR DETAILS.
3. All other terms and conditions of solicitation HM0177-10-R-0049 remains unchanged and in full effect.

**SECTION F - DELIVERIES OR PERFORMANCE****F.1 52.252-2 Clauses Incorporated By Reference (Feb 1998)**

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

(End of clause)

**F.2 52.242-15 Stop-Work Order. (Aug 1989) - Alternate I (Apr 1984)****F.3 52.247-34 F.O.B. Destination. (Nov 1991)****F.4 Contract Period Of Performance (Without Delivery Orders)**

The period of performance of the contract is from date of award to 30 September 2014; unless a shorter period is stated in the approved Mentor-Protégé Agreement contained in Section J.

**F.5 Delivery Schedule Of Reports**

The contractor shall have policies and procedures for defining and monitoring the Mentor-Protégé cost including regular compliance reviews to ensure billings are in accordance with applicable regulations.

To ensure a successful Agreement and Contract Management and Facilitation the following reports shall be delivered to the NGA Small Business Programs Office (SBPO) by the dates stipulated.

**A Project Management Plan** describing the contractor plans to execute and manage this contract, due 60 days after contract award.

**A Quarterly Program Management Review (PMR)** describing each initiative completed as part of the Mentor-Protégé Agreement to include how the Proteges implemented these initiatives and the benefits to the Protégé see Section J. The Implementation Report is due by the 15<sup>th</sup> of the month preceding the end of the quarter. Submit copies to Director, OSBP, OUSD (AT&L), the Contracting Officer, the DCMA Administrative Contracting Officer, the Program Manager, and the cognizant Director, SBPO.

**Semi-Annual Reports** as required by DFARS Appendix I-111, details the mentor and protégé reporting requirements of the DoD Mentor-Protégé Program. The instructions and report format may be downloaded from the Mentor-Protégé Webpage at [www.acq.osd.mil/sadbu/mentor\\_protege](http://www.acq.osd.mil/sadbu/mentor_protege). Semi-Annual Reports are due no later than April 30 (for period 1 Oct – 31 Mar) or October 31 (for period 1 Apr – 30 Sep). Submit copies to Director, OSBP, OUSD (AT&L), the Contracting Officer, the DCMA Administrative Contracting Officer, the Program Manager, and the cognizant Director, SBPO.

**A Kick-Off Event** is required after the task order is awarded, no later than 90 days after the contract is awarded. The scheduled date and time must be coordinated with the appropriate individuals at least 30 days prior to the event. In addition, the agenda must include invitations to the DCMA Program Manager and the NGA Program Manager.

**A Monthly Status Report** is due monthly along with the invoice to describe the work performed

and to support the invoiced labor hours and ODC, etc.

**F.6 Agreement Audit Reports**

In accordance with DFARS Appendix I-113, Defense Contract Management Agency will perform annual performance reviews of all DoD Mentor-Protégé Agreements even where contract administration has been retained by the buying activity.

**SECTION I - CONTRACT CLAUSES**

**I.1 52.252-2 Clauses Incorporated By Reference (Feb 1998)**

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

(End of clause)

**I.2 52.202-1 Definitions. (Jan 2012)**

**I.3 52.203-3 Gratuities. (Apr 1984)**

**I.4 52.203-5 Covenant Against Contingent Fees. (Apr 1984)**

**I.5 52.203-6 Restrictions On Subcontractor Sales To The Government. (Sep 2006)**

**I.6 52.203-7 Anti-Kickback Procedures. (Oct 2010)**

**I.7 52.203-8 Cancellation, Rescission, And Recovery Of Funds For Illegal Or Improper Activity. (Jan 1997)**

**I.8 52.203-10 Price Or Fee Adjustment For Illegal Or Improper Activity. (Jan 1997)**

**I.9 52.203-12 Limitation On Payments To Influence Certain Federal Transactions. (Oct 2010)**

**I.10 52.204-4 Printed Or Copied Double-Sided On Postconsumer Fiber Content Paper (May 2011)**

**I.11 52.204-7 Central Contractor Registration. (Dec 2012)**

**I.12 52.204-10 Reporting Executive Compensation And First-Tier Subcontract Awards. (Aug 2012)**

**I.13 52.209-6 Protecting The Government's Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment. (Dec 2010)**

**I.14 52.215-2 Audit And Records - Negotiation. (Oct 2010)**

**I.15 52.215-8 Order Of Precedence - Uniform Contract Format. (Oct 1997)**

**I.16 52.215-10 Price Reduction For Defective Cost Or Pricing Data. (Aug 2011)**

**I.17 52.215-12 Subcontractor Certified Cost Or Pricing Data. (Oct 2010)**

**I.18 52.215-15 Pension Adjustments And Asset Reversions. (Oct 2010)**

**I.19 52.215-18 Reversion Or Adjustment Of Plans For Postretirement Benefits (PRB) Other Than Pensions. (Jul 2005)**

**I.20 52.215-19 Notification Of Ownership Changes. (Oct 1997)**

**I.21 52.215-21 Requirements For Certified Cost Or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications. (Oct 2010)**

**I.22 52.215-23 Limitations On Pass-Through Charges. (Oct 2009)**

**I.23 52.216-7 Allowable Cost and Payment (Jun 2011)**

**I.24 52.216-8 Fixed Fee. (Jun 2011)**

**I.25 52.216-11 Cost Contract - No Fee. (Apr 1984)**

**I.26 52.216-11 Cost Contract - No Fee. (Apr 1984) - Alternate I (Apr 1984)**

**I.27 52.216-18 Ordering. (Oct 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from October FY2011 through September FY2015.

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

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

(End of clause)

**I.28 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 0, 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 0;

(2) Any order for a combination of items in excess of 0; or

(3) A series of orders from the same ordering office within 0 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 0 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)

**I.29 52.216-22 Indefinite Quantity. (Oct 1995)**

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after September 2015.

(End of clause)

**I.30 52.222-21 Prohibition Of Segregated Facilities. (Feb 1999)**

**I.31 52.222-26 Equal Opportunity. (Mar 2007)**

**I.32 52.222-35 Equal Opportunity For Veterans. (Sep 2010)**

**I.33 52.222-41 Service Contract Act Of 1965. (Nov 2007)**

**I.34 52.222-42 Statement Of Equivalent Rates For Federal Hires. (May 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:*

*It is not a Wage Determination*

**Employee Class Monetary Wage - Fringe Benefits**

[] []

(End of clause)

- I.35 52.222-50 Combating Trafficking In Persons. (Feb 2009)
- I.36 52.222-53 Exemption From Application Of The Service Contract Act To Contracts For Certain Services--Requirements. (Feb 2009)
- I.37 52.223-6 Drug-Free Workplace. (May 2001)
  
- I.39 52.225-13 Restrictions On Certain Foreign Purchases. (Jun 2008)
- I.40 52.230-2 Cost Accounting Standards. (May 2012)
- I.41 52.230-3 Disclosure And Consistency Of Cost Accounting Practices. (May 2012)
- I.42 52.230-6 Administration Of Cost Accounting Standards. (Jun 2010)
- I.43 52.232-18 Availability Of Funds. (Apr 1984)
- I.44 52.232-22 Limitation Of Funds. (Apr 1984)
- I.45 52.232-23 Assignment Of Claims. (Jan 1986)
- I.46 52.232-25 Prompt Payment. (Oct 2008)
- I.47 52.232-33 Payment By Electronic Funds Transfer - Central Contractor Registration. (Oct 2003)
- I.48 52.233-1 Disputes. (Jul 2002)
- I.49 52.233-3 Protest After Award. (Aug 1996) - Alternate I (Jun 1985)
- I.50 52.233-4 Applicable Law For Breach Of Contract Claim. (Oct 2004)
- I.51 52.242-1 Notice Of Intent To Disallow Costs. (Apr 1984)
- I.52 52.242-3 Penalties For Unallowable Costs. (May 2001)
- I.53 52.242-4 Certification Of Final Indirect Costs. (Jan 1997)
- I.54 52.242-13 Bankruptcy. (Jul 1995)
- I.55 52.243-2 Changes - Cost-Reimbursement. (Aug 1987) - Alternate I (Apr 1984)
- I.56 52.244-6 Subcontracts For Commercial Items. (Dec 2010)
- I.57 52.249-6 Termination (Cost-Reimbursement). (May 2004)
- I.58 52.249-14 Excusable Delays. (Apr 1984)
- I.59 52.253-1 Computer Generated Forms. (Jan 1991)

- I.60 252.203-7000 Requirements Relating To Compensation Of Former DoD Officials. (Sep 2011)
- I.61 252.203-7001 Prohibition On Persons Convicted Of Fraud Or Other Defense-Contract-Related Felonies. (Dec 2008)
- I.62 252.203-7002 Requirement To Inform Employees Of Whistleblower Rights. (Jan 2009)
- I.63 252.204-7000 Disclosure Of Information. (Dec 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless --

(1) The Contracting Officer has given prior written approval; or

(2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

- I.64 252.204-7003 Control Of Government Personnel Work Product. (Apr 1992)
- I.65 252.204-7004 Alternate A, Central Contractor Registration. (Feb 2013)
- I.66 252.204-7006 Billing Instructions. (Oct 2005)
- I.67 252.204-7008 Export-Controlled Items. (Apr 2010)
- I.68 252.209-7004 Subcontracting With Firms That Are Owned Or Controlled By The Government Of A Terrorist Country. (Dec 2006)
- I.69 252.215-7000 Pricing Adjustments. (Dec 2012)
- I.70 252.225-7012 Preference For Certain Domestic Commodities. (Feb 2013)
- I.71 252.231-7000 Supplemental Cost Principles. (Dec 1991)
- I.72 252.243-7002 Requests For Equitable Adjustment. (Dec 2012)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

\_\_\_\_\_  
(Official's Name)

\_\_\_\_\_  
(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including—

(1) Certified cost or pricing data, if required, in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Data other than certified cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if certified cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to—

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustments under an incentive provision of the contract.

(End of clause)

**I.73 252.247-7023 Transportation Of Supplies By Sea. (May 2002)**

**I.74 5X52.215-9000 Reopener Clause Downward Clause Adjustment ONLY (DEC 2010)**

- (a) Contract/Engineering Change Proposal (ECP), number(s) [insert ECP Number], utilized indirect and/or labor rates that were submitted to the Defense Contract Audit Agency (DCAA) but not approved. The Government and the Contractor have agreed that upon negotiation of a new Forward Pricing Rate Agreement (FPRA) for the indirect and labor rates, the value for this contract is subject to adjustment in accordance with the provision of this clause.
- (b) The Contractor shall notify the Procuring Contracting Officer (PCO) upon completion of negotiations of the new FPRA, recalculate the Contract/ECP values, and forward a supplemental cost proposal to the PCO within 30 calendar days of completion of the FPRA negotiations. The supplemental cost proposal shall be supported by cost and pricing data (FAR 15.401) and a Certificate of Current Cost and Pricing Data (FAR 15.406-2). In the event that the application of the new FPRA rates results in a Contract/ECP value equal to, or greater than the current established Contract/ECP values, the current values shall not be adjusted for the purposes of this clause.
- (c) If determined necessary by the PCO, the Contractor agrees to commence negotiations concerning the amount of the adjustment within 30 days of receipt of the supplemental proposal by the Government.

- (d) Should the Contractor fail to submit the information required in paragraph (b), or should there be no agreement as to the amount of the cost adjustment contemplated by this clause, then the PCO may make a unilateral determination and adjust the estimated cost and fee accordingly.
- (e) Failure of the Government and the Contractor to agree on the amount of the adjustment shall be subject to the Disputes Clause at Federal Acquisition Regulation 52.233-1.
- (f) The cost and rate per hour and/or the indirect rates were established using the following rates:  
SEE Attachment [ Insert Attachment Number] to Section J.
- (g) Final payment on this contract will be made only after the above rate adjustment is completed. A maximum of [ Insert max percent] % of the total price may be withheld per this clause pending rate agreement.  
Except as provided herein, all other terms and conditions of this contract remain in full force and effect. (End of Clause)

**SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS****J.1 List Of Documents, Exhibits, And Other Attachments**

The Attachments and/or Exhibits listed below are incorporated herein and made a part hereof:

<b>Attachment And/Or Exhibit</b>	<b>Title</b>	<b>No. Pages</b>
[1]	Sample Mentor-Protégé Agreement Point of Contacts	1
[2]	Sample Program Management Review (PMR)	19
[3]	Sample Semi-Annual Report	13
[4]	Mentor-Protégé Change Request Form	1
[5]	Mentor-Protégé Agreement	11
[6]	Negotiated Milestones	1

**Exhibits**

A.	Contract Data Requirements List (CDRL)	1
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**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF  
BIDDERS**

**K.1 52.203-11 Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions. (Sep 2007)**

**K.2 52.204-8 Annual Representations And Certifications. (Dec 2012)**

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is \_\_\_\_\_ *[insert NAICS code]*.

(2) The small business size standard is \_\_\_\_\_ *[insert size standard]*.

(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 clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA 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 ORCA 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 clause at 52.204-7, Central Contractor Registration.
- (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. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.
- (vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
  - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.
- (D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-- Certification. This provision applies to all solicitations.
- (xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.
- (xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—
- (A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

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

[Contracting Officer check as appropriate.]

\_\_\_ (i) 52.219-22, Small Disadvantaged Business Status.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (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 Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

\_\_\_ (iv) 52.222-52 Exemption from Application of the Service Contract Act 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 Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov> . After reviewing the ORCA 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 ORCA.

(End of Provision)

**K.3 52.209-5 Certification Regarding Responsibility Matters. (Apr 2010)**

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

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

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

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

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

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

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

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

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

## (2) Examples.

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

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

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

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

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

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

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

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

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

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

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

(End of provision)

**K.4 52.209-7 Information Regarding Responsibility Matters. (Feb 2012)**

(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 (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

**K.5 52.215-6 Place Of Performance. (Oct 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation,  intends,  does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance	Name and Address of Owner
----------------------	---------------------------

(Street Address, City, and Operator of the Plant  
State, County, Zip Code) or Facility if Other than  
Offeror or Respondent

\_\_\_\_\_  
\_\_\_\_\_

(End of provision)

**K.6 52.219-1 Small Business Program Representations. (Apr 2012) - Alternate I (Apr 2002)**

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_ [insert NAICS code].

(2) The small business size standard is \_\_\_\_\_ [insert size standard].

(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) *Representations.*

(1) The offeror represents as part of its offer that it  is,  is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it  is,  is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

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

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

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

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

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

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

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

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

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

(i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It  is,  is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision--

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

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

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

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

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

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

“Veteran-owned small business concern” means a small business concern—

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

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

“Women-owned small business concern,” means a small business concern --

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

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

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

(d) *Notice.*

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

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

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

*Alternate I (Apr 2011).* As prescribed in 19.309(a)(2), add the following paragraph (b)(9) to the basic provision:

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

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

**K.7 52.222-22 Previous Contracts And Compliance Reports. (Feb 1999)**

The offeror represents that -

- (a) It  has,  has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;
- (b) It  has,  has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

**K.8 52.222-38 Compliance With Veterans' Employment Reporting Requirements. (Sep 2010)**

**K.9 52.223-13 [RESERVED]**

**K.10 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.)

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 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)

#### K.11 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.12 252.209-7001 Disclosure Of Ownership Or Control By The Government Of A Terrorist Country. (Jan 2009)

#### K.13 252.209-7002 Disclosure Of Ownership Or Control By A Foreign Government. (Jun 2010)

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS****L.1 52.215-5 Facsimile Proposals. (Oct 1997)**

(a) *Definition.* "Facsimile proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is: *[insert telephone number]*.

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document -

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(End of provision)

**L.2 52.215-22 Limitations On Pass-Through Charges--Identification Of Subcontract Effort. (Oct 2009)****L.3 52.216-1 Type Of Contract. (Apr 1984)**

The Government contemplates award of either a Cost Contract, Cost-Plus Fixed Fee, or Hybrid (credit and cost reimbursable) contract resulting from this solicitation.

(End of provision)

**L.4 52.222-46 Evaluation Of Compensation For Professional Employees. (Feb 1993)****L.5 52.233-2 Service Of Protest. (Sep 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from *[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]*

(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.6 Mentor-Protégé Program Outline**

- A. **Introduction:** The NGA Small Business Programs Office (SBPO) is soliciting for an **EXECUTIVE SUMMARY** from eligible and approved mentors, that are interested in participating in the Department of Defense (DoD) Mentor-Protégé Program. Approval is granted by the DoD SBPO. A copy of the DoD OSBP Mentor-Protégé program Approval Letter must accompany the Executive Summary in order to be determined acceptable. **EXECUTIVE SUMMARIES** found to be consistent with the intent of the solicitation will be requested to submit a technical and cost proposal. This solicitation will remain in effect until 30 September 2015 or when the DoD program ends, whichever comes first.
  
- B. **Objective:** The purpose of this DoD Mentor-Protégé Program is to provide incentives to major DoD contractors to assist protégé firms and increase their overall participation as prime contractors and/or subcontractors. This is accomplished through technical and developmental assistance from the mentor to the protégé. Approved mentor firms will enter into mentor-protégé agreements with eligible protégés. A complete description of the DoD program and eligibility requirements is provided in Appendix I of the Defense Federal Acquisition Regulation Supplement (DFARS). In addition, you can visit the NGA Small Business Programs Office Website at <https://www1.nga.mil/About/WorkingWithUs/Pages/SmallBusiness.aspx>.

NGA is focusing on Mentor-Protégé Agreements that are creative, unique, and provide a 50% technology transfer component in the technical areas listed below. **Proposed agreements consisting primarily of business infrastructure, management, and marketing assistance will not be considered for approval.**

<b>MAJOR TECHNICAL CATEGORIES</b>
Information Technology
Information Assurance/Information Security
GIS/Remote Sensing & Imagery Training
High End Systems & Hardware Development
GIS Support and etc.
<b>SPECIFIC TECHNICAL CATEGORIES</b>
GEOINT
Visualization
Tasking, Processing, Exploitation, and Dissemination of the Electromagnetic Spectrum
Persistent Surveillance
Compressing Timelines
Horizontal Integration
Forward Deployment of Technologies
Multi-INT Exploitation and etc.

- C. **Approach:** The Office of the Secretary of Defense (OSD) intends to fund the NGA Mentor-Protégé Programs issued by the Agency using Cost Reimbursable contracts (Cost and Cost-Plus Fixed Fee (CPFF) contracts) or hybrid contracts (credit and cost reimbursable) throughout the Fiscal Year. The period of performance cannot exceed three years from the date of the award unless approved by OSD/NGA. NGA will negotiate the entire period of performance and incrementally fund the contract yearly. The amount of individual awards will vary according to the

complexity of the effort proposed and cannot exceed the regulatory yearly amount as set forth in DFARS, Appendix I.

**Note: The CPFF will be approved only on new Technology Development efforts. Technology transfer does not include: CMMI assistance, PMP certifications, CISSP certifications, or any service or product that can be purchased on the open market.**

#### Phase I – Executive Summary

D. **Executive Summary Submission:** Phase I – EXECUTIVE SUMMARIES can be submitted for consideration anytime during the first three quarters of each Fiscal Year (FY) from FY2011 to FY2015. During the 4<sup>th</sup> quarter of each Fiscal Year, a pre-notification to the SBPO Director is required of your interest in the Mentor-Protégé Program (MPP) to ensure funding is budgeted by OSD for the coming Fiscal Year.

1. **Content And Form Of Submission:** Mentors are required to submit 1 softcopy via email to [smallbusiness@nga.mil](mailto:smallbusiness@nga.mil). The executive paper shall not exceed 7 pages, single-spaced with a font no smaller than 12 pitch summarizing their proposed mentoring approach. The purpose of the executive paper is to preclude proposed developmental assistance not consistent with program objectives as described in paragraph B, unnecessary bid and proposal cost, and demonstrate commitment to the Mentor Protégé Program. The executive paper shall be structured and completed as follows:

**Section A:** Mentor Company Name, POC Information and CAGE code; Protégé Company Name, POC Information and CAGE Code; School Name & POC Information. Provide the fiscal address of both the mentor and protégé. Virtual offices are unacceptable

**Section B:** Protégé Company Information-Provide description of the protégé company to include core business, and small business status/eligibility. Provide number and type of employees (i.e., full-time or part-time). If applicable provide protégé's previous participation in the DoD Mentor Protégé Program.

**Section C:** Provide description of mentor's current/past relationship with the protégé. Does this relationship include a Joint Venture? If yes, how long?  
**NOTE:** NGA does not endorse JV under the DoD Mentor-Protégé Program.

**Section D:** Indicate if this is your first Mentor-Protégé Agreement with NGA. Mentor is required to submit with the Executive Summary a copy of the DoD OSBP Mentor-Protégé Program Approval Letter.

**Section E:** Provide anticipated approach, description, and timeline of the technology transfer, business and technical development, and infrastructure assistance proposed to the protégé.

**Section F:** Provide description and required capabilities of the Historically Black Colleges and Universities (HBCUs) and Minority Institutions (MIs), Procurement Technical Assistance Centers (PTACs), and/or Small Business Development Centers (SBDCs) role in Section E above. Identify the capabilities by each applicable organization of the service or product they're providing. **NOTE:** See Volume III-Cost Volume, Para (a)2, use of HBCU/MI, PTAC and SBDC cannot exceed 1<sup>st</sup> Tier.

**Section G:** Provide description of the benefits to the DoD/NGA and the anticipated

benefits to the protégé. Include past or present capabilities that could benefit NGA.

**Section H:** Describe any past or present capabilities that could be useful to other DoD or Federal Agencies by the protégé.

**Section I:** Provide anticipated mentor subcontracting to the protégé to include estimated value by each year. Provide list of opportunities to include agency, type of contract and estimated value of each.

**Section J:** Provide an estimated value and period of performance for the proposed developmental technical and business assistance by year. Provide proposed type of contract either cost contract, cost-plus fixed fee, or hybrid (credit and cost reimbursable).

**Section K:** Letter of Endorsement from the President or Chief Executive Officer (CEO) of the mentor company to demonstrate their commitment to the Mentor-Protégé Program and direct subcontracting to the protégé for a successful program as required.

2. **Executive Summary Consideration:** The following information will be used to determine whether the executive summary is consistent with the intent of the solicitation, program and in the interest to the Government.
  - (a) Relevance of proposed technology to current DoD/NGA requirements as listed in paragraph B.
  - (b) Overall technical approach to providing transfer of technology and developmental assistance to the Protégé.
  - (c) Capacity and capability to achieve the objectives of this solicitation and the Mentor-Protégé Program commitment to program subcontracting.
  - (d) The estimated costs of the proposed assistance.
3. **Request For Proposal:** Within 10 days following receipt of executive papers, mentors found to be consistent with the intent of the solicitation and program will be requested to submit a technical and cost proposal. Proposals will be due **30 calendar days** from notification by the NGA Mentor-Protégé Program Manager. A Defense Contract Audit Agency (DCAA) report will be requested on each mentor's proposal submitted, which can take up to 45 days.

#### **Phase II – Request For Proposal**

- E. **Proposal Preparation Instructions:** Upon request for a proposal, the mentor shall provide an original and 1 hard-copy of Volumes I, II and III. Volumes I and II must be in Microsoft Word Format and Volume III as Microsoft Excel. Recommended proposal format: double-sided 8 1/2 x 11 pages; 12-point font with one (1) inch margins. **DO NOT SUBMIT CD version of the proposal.** Each proposal shall be valid for at least 120 days and shall be mailed and emailed to: 7500 GEOINT Drive, Mail Stop S84-ACB, Springfield, VA 22150 and [smallbusiness@nga.mil](mailto:smallbusiness@nga.mil).

Send proposals to NGA, OSBP, DCMA, and DCAA.

**1. Volume I -- Documentation:** (Download all required DoD templates from the DoD Mentor-Protégé Website - [http://www.acq.osd.mil/osbp/mentor\\_protege/downloads/index.htm](http://www.acq.osd.mil/osbp/mentor_protege/downloads/index.htm).)

(a) **Executive Summary:** Include one copy of approved executive summary.

(b) **Mentor-Protégé Agreement:** Complete required DoD template. Paragraphs 12 through 15 information should be top level only (detailed information will be contained in Volume Two).

(c) **Mentor Application:** Only required for firms not previously approved as a DoD Mentor. If the mentor has not been previously approved, complete the required DoD template. If a firm is an approved DoD mentor, include a copy of the DoD agreement approval letter or a copy of the DoD Website participant mentor page with mentor company name highlighted.

(d) **Mentor and Protégé Past Performance Information:** Two (2) pages maximum. Identify all past, and active mentor-protégé agreements, and proposed agreements under consideration and identify with what agency. Include information on any formal or informal mentor-protégé experience.

**2. Volume II – Technical Volume:** The proposal must follow the mandatory technical format below, failure to do so could hold up negotiations and/or cause funding to be lost. The technical volume shall appropriately reference information in the cost volume to easily track information back and forth between the volumes.

(a) **Comprehensive Needs Assessment:** The proposal must demonstrate a comprehensive plan was performed for the selected protégé, summaries the results of the needs assessment and include the comprehensive needs assessment used prior to proposal submittal. The needs assessment should focus on technology and developmental assistance within the identified technical categories set forth in **paragraph (b) below**.

(b) **Technical Approach to Needs Assessment:** Identify relevant technologies set forth in **paragraph B**, business infrastructure and developmental areas. Provide a thorough description of the specific approach to address the technology and developmental areas identified in the needs assessment. Describe what, when, and how the assistance will be provided and by whom (e.g., OJT, workshops, seminars, development or update of business plans, HBCU/MI, PTAC, SBDC). Describe involvement of HBCU/MI, PTAC and SBDC faculty and interns.

(1) Technology transfer must equate to no less than 50% of the total proposed effort when possible.

(2) A minimum 5% requirement of total proposed contract value for HBCU/MI, PTAC and/or SBDC subcontracting when possible.

(3) Include a detailed program milestone project schedule (work breakdown schedule) down to the third level as a minimum delineating the proposed approach for each proposed year.

**NOTE: Upon award the milestone will become part of the Quarterly Program Management Review (PMR) and continue to be discussed throughout the Agreement.**

(4) List expected protégé certification requirements, technical skill sets, supplier standards, etc.

(c) **Subcontracting Opportunities:** Identify and provide potential subcontracting opportunities for the protégé from the mentor and other prime contractors as well as prime award opportunities for each year separately.

(d) **Team Capability and Program Metrics:**

(1) Provide an organizational chart to identify the responsible program participants for all team members, including authorized decision makers. Provide names and job titles. This information must include HBCU/MI/PTAC/SBDC team members.

(2) Provide program goals and metrics in tandem with the DoD agreement metrics. These metrics must include, but are not limited to the following:

- (i) Planned tasks started on time; planned tasks behind schedule.
- (ii) Planned tasks completed on time; planned completions behind schedule.
- (iii) Development program on/off schedule.
- (iv) The number of certifications completed and in progress.
- (iv) Budget status report.
- (v) The number of DoD, Federal subcontracts, other contracts awarded to the protégé.
- (vi) Status of Return of Investment.
- (vii) Status of Semi-Annual report submission.

### 3. Volume III – Cost Volume:

(a) The mentor shall submit a cost proposal using the format and instructions at Federal Acquisitions Regulations (FAR) Part 15.408, Table 15-2, "Instructions for submitting Cost/Price Proposals". The cost volume shall be presented in a Microsoft Excel spreadsheet with formatted formulas (the spreadsheet shall not be locked). **DO NOT SUBMIT CD version of the proposal.** Mentors shall provide proposed costs for each year not to exceed three (3) years. The following are others items to address in the cost proposal.

1. Because the risk associated with performance under the contract is limited, the maximum amount allowed for profit on these efforts will not exceed 5%.
2. Provide adequate, realistic and auditable support for all labor, travel and incidental costs proposed for both the prime and authorized subcontractors (protégé, HBCU/MI, PTAC, SBDC). Assistance by mentor for PTAC and SBDC, etc. cannot exceed 1st Tier subcontracting.

3. Provide copy of any Forward Pricing Rate Agreements (FPRAs) and identify the cognizant DCAA office.
4. Provide all travel expenses broken out by individual trip with justification. Ensure all mentor protégé/subcontractor travel and conference fee costs related to Post-Award, Program Management Reviews and any other required meetings/conferences/training are included. **Travel expenses must be related to protégé training and not marketing.**
5. Provide breakout of proposed incidental costs. Incidental costs are limited to 10 percent of the total proposed cost. The 10 percent incidental costs must be otherwise allowable, allocable, and reasonable. Incidental costs include all costs other than mentor direct labor, overhead, profit, and G&A costs. Subcontracting to HBCU/MI, PTAC, and SBDC is not considered part of the 10 percent incidental costs. Mentor must state the proposed percentage of ODC does not exceed 10 percent of the total estimated cost in accordance with Appendix I, I-109(c).
6. Mentor must submit an advance agreement for final indirect rates for the life of the contract as stated in Appendix I, I-106(e) and pursuant to FAR 31.09.