

**Naval Information Warfare Center  
(NIWC) Atlantic**

***Naval Information  
Warfare Center***



***ATLANTIC***

**Broad Agency Announcement (BAA)  
for  
The Office of Undersecretary of  
Defense**

Office of the Undersecretary of Defense (OUSD)  
“5G to Next G”  
Advanced Wireless Communications Open BAA

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## GENERAL INFORMATION

<u>Agency</u>	Naval Information Warfare Center (NIWC) Atlantic P.O. Box 190022 North Charleston, SC 29419-9022
<u>Announcement</u>	This publication constitutes a Broad Agency Announcement (BAA) as contemplated in Federal Acquisition Regulation (FAR) 6.102(d)(2). BAAs may be used by agencies to fulfill their requirements for scientific study and experimentation directed toward advancing the state-of-the-art or increasing knowledge or understanding. A formal Request for Proposals (RFP), solicitation, and/or additional information regarding this announcement will not be issued.
<u>BAA Number</u>	N6523621S0001
<u>Description of Research Interest</u>	The Department of Defense (DoD) has established the “5G to Next G” program to accelerate implementation of advanced wireless communications with applications in both the Continental United States (CONUS) and Outside CONUS regions. The program uses a "crawl, walk, run” approach, proceeding from exploratory work, to early 5G-enabled prototypes, to advanced application prototypes and then full-scale implementations to achieve the individual project outcomes that are enabled by 5G technology. The 5G to Next G program has selected four DoD sites to conduct 5G experimentation.
<u>Close Date</u>	White papers may be submitted on a rolling basis until *1 year from release*. White papers for consideration in FY21 must be submitted by 19 March 2021. Full proposals, after notice of interest, shall be submitted on a rolling basis until the BAA closing date. The BAA closing date is *1 year from release.*
<u>Award Instrument</u>	Awards will be issued in the form of procurement contracts.
<u>Point of Contact</u>	Vandy Inman Contract Specialist Phone: (843) 218-2342 Email: vandy.inman@navy.mil

## **ELIGIBILITY INFORMATION**

The purpose of this BAA is to solicit proposals from academia and private industry. NIWC Atlantic will consider on a case-by-case basis providing required Government resources as Government Furnished Information (GFI)/Government Furnished Property (GFP)/Government Furnished Services (GFS) as described below.

All responsible sources from academia, industry and the research community worldwide may submit proposals under this BAA. Historically Black Colleges and Universities (HBCUs) and Minority Institutions (MIs) are encouraged to submit proposals and join others in submitting proposals. However, no portion of this BAA will be set aside for HBCUs/MIs, small businesses or other socio-economic participation. All businesses, both small and large, are encouraged to submit proposals and compete for funding consideration.

Federally Funded Research and Development Centers (FFRDC) are subject to applicable direct competition limitations and cannot propose to this BAA in any capacity unless they meet the following conditions. (1) FFRDCs must clearly demonstrate that the proposed work is not otherwise available from the private sector. (2) FFRDCs must provide a letter, on official letterhead from their sponsoring organization that (a) cites the specific authority establishing their eligibility to propose to Government solicitations and compete with industry, and (b) certifies the FFRDC's compliance with the associated FFRDC sponsor agreement's terms and conditions. These conditions are a requirement for FFRDCs proposing to be awardees, prime or subcontractor. These requirements must be met in accordance with FAR sections 17.502-1, 17.502-2, 17.503(e) and 35.017. At NIWC Atlantic's discretion, the use of a Government entity or FFRDC as a required resource in successfully performing the proposed solution may render the proposal ineligible.

University Affiliated Research Centers (UARCs) are eligible to submit proposals under this BAA unless precluded from doing so by their Department of Defense UARC contract.

Teams are also encouraged and may submit proposals in any and all areas. However, Offerors must be willing to cooperate and exchange software, data and other information in an integrated program with other contractors, as well as with system integrators, selected by NIWC Atlantic.

All interested offerors from industry are eligible to respond to this BAA. Small Businesses, HUBZone Small Businesses, Small Disadvantaged Businesses, Veteran-Owned Small Businesses (including Service-Disabled Veteran-Owned Small Businesses), and Women-Owned Small Businesses are encouraged to participate. However, no portion of this BAA is set aside for a specific group.

Non-U.S. organizations and/or individuals may participate to the extent that such participants comply with any necessary nondisclosure agreements, security regulations, export control laws, and other governing statutes applicable under the circumstances. For classified submissions, this includes mitigating any Foreign Ownership Control and Influence (FOCI) issues prior to transmitting the submission to NIWC Atlantic. Additional information on these subjects can be found at <https://www.dcsa.mil/mc/ctp/foci/>.

## **BACKGROUND**

The Department of Defense (DoD) has established the "5G to Next G" initiative to accelerate

implementation of advanced wireless communications with applications in both the Continental United States (CONUS) and Outside CONUS regions. The objective of the Initiative is to reassert the U.S. telecom dominance that is the foundation of the U.S. networked way of war by (1) advancing U.S. & partner 5G capabilities to win at 5G technology, (2) heightening 5G security to win the 5G security fight, and (3) innovating beyond 5G to ensure superiority in future generations of these technologies. The 5G to Next G Initiative is accelerating DoD's expertise in 5G and its use of 5G capabilities by deploying 5G infrastructure at a dozen U.S. military facilities to enable at-scale experimentation and evaluation of 5G capabilities and applications. The Initiative is evaluating 5G applications to modernize DoD operations, including dual-use applications. In order to win at the security fight the Initiative will be demonstrating the capacity to "Operate Through" untrusted indigenous infrastructure and secure 5G technology for military use. To ensure our future success the Initiative will be innovating beyond 5G by investing in research, development, and workforce development to create technologies so that the U.S. can dominate in upcoming wireless technology standards and 6G.

## **FOCUS AREAS (FA)**

All submissions under the 5G Open BAA will be considered if they address at least one of the following three (3) Focus Areas (FA):

- FA01 – Accelerate 5G Capabilities
- FA02 – Operate Through Untrustworthy 5G Networks
- FA03 – Innovate Beyond 5G (B5G)

## **TOPIC AREAS OF INTEREST (TA)**

Additionally, all proposals submitted under the 5G Open BAA will be considered if they address one or more of the following Topic Areas of Interest (TA) within specified Focus Areas.

### **FA01: TA-01 Innovative Applications for Smart Facilities**

5G offers unprecedented bandwidth coupled with low latency and an extraordinarily high density of connections. These technical capabilities enable new applications that are not possible using 4G/LTE or other communications technologies. We seek revolutionary – not evolutionary – applications that can improve the operations, security, and reliability of military facilities ranging from warehouses or depots to major bases. Applications may exploit unmanned systems, AR/VR, artificial intelligence (AI), or Internet of Things (IoT) technologies to achieve leap-forward capabilities.

### **FA01: TA-02 Spectral Agility for Resilient Operations**

For the U.S. military to take advantage of 5G capabilities, those capabilities must be available on-demand. Unintentional or intentional interference may disrupt 5G communications that are limited to a narrow band of frequencies. Ideally, a wireless communications system should be able to operate over a wide range of frequencies, jumping from one to another as conditions demand. We seek revolutionary approaches to spectrum agility that will provide resilient 5G communications in the face of environmental degradation or active interference while still maintaining the same level of connectivity.

### **FA01: TA-03 Immersive Telepresence Applications**

Telepresence has been pursued for decades but has been limited in success due to the bandwidth and

latency limitations of wireless communications. 5G has the potential to address these limitations and provide the means to enable truly immersive telepresence applications. Such applications could range from using unmanned systems to immerse the operator in an environment, to enabling collaboration that actually feels like all the participants are in the same room. We seek revolutionary advances in telepresence that are beyond the state of the art.

#### **FA01: TA-04 Seamless Connectivity and Roaming Between Terrestrial and Satellite Networks**

Explore revolutionary advances towards integration of satellite components into 5G architectures which can support robust “on the move” applications such as tactical communications, particularly in the absence of dedicated military satellites.

#### **FA01: TA-05 Comprehensive 5G Test Capabilities**

Comprehensive 5G testing is needed to collect, access, and validate 5G technologies with quantitative data through the life-cycle of the 5G Tranche 1 and 2 efforts. This includes developmental testing, evaluation of use-cases of systems or sub-systems, and evaluation of operational vignettes of 5G systems of systems developed for use with Military Personnel (MILPERS). Leveraging industry expertise and infrastructure shall assist the 5G initiative effort through network emulation environments, modeling and simulation, and field deployable test systems. Additionally, we seek to leverage 5G test and evaluation infrastructure and services such as Testing as a Service (TaaS), Lab as a Service (LaaS), field deployable units, and mobile test solutions. Finally, we seek to leverage current capabilities that exist for 5G cyber-range testing to validate network stacks against various attack vectors.

#### **FA02: TA-01 Leveraging 5G Capabilities to Enhance Security Tools and Techniques**

Develop new security tools/techniques or enhance existing security tools/techniques that leverage capabilities specific to 5G networks. 5G introduces new capabilities at all levels of the network stack from the physical layer to cloud/edge computing. Security tools are needed for authentication, access control, data confidentiality, data integrity, and/or limiting data observability by third parties. By leveraging 5G capabilities that were not present in earlier generations, one may be able to enhance tools or techniques or implement novel tools that would not have been possible without added capabilities provided by 5G. Proposed work should clearly identify the security objectives of the proposed tool or technique and identify the 5G capabilities that will be leveraged.

#### **FA02: TA-02 Rapidly Advancing Security Capabilities from Labs to Operations**

Support for advancing 5G security tools and techniques from a Technical Readiness Level (TRL) 4 to TRL 6. Potential tools and techniques should improve some combination of confidentiality, integrity, or availability with demonstrated relevance to DoD use of 5G networks. It is recommended the tools and techniques are already at TRL 4 or above. The proposed activity is required to provide a roadmap showing how the tool or technique can advance to TRL 6.

#### **FA02: TA-03 Exploiting Redundancy to Improve the Resilience and Availability of 5G Networks**

Develop new tools or techniques that improve the resilience and availability of 5G networks by exploiting redundant communication paths. 5G network architectures may provide a variety of options at either the RAN or Core. Multi-Access Edge Computing (MEC) capabilities could also be

developed to provide redundant paths through a 5G network. Proposed work should clearly identify the type or types of redundancies that will be used to increase resilience and availability, the conditions where these redundancies may occur, and should identify proposed metrics for quantifying the degree to which network resilience and availability will be improved.

#### **FA02: TA-04 Risk Assessments for 5G Networks**

Develop tools that allow DoD mission planners or operators to assess risks associated with operating through a 5G network. A mission planner or operator may have a choice of multiple 5G network options ranging from deploying a DoD 5G network to operating through a commercial 5G network. In order to select an appropriate choice of 5G network options and implement mitigation techniques, the mission planner must be able to assess the risks of operating through a possible 5G network. Assessments may be performed by authorized user devices on the network edge or in cooperation with devices managed by the network operator. Proposed work should clearly identify the expected degree of cooperation anticipated from the network operator and identify proposed metrics that would be of value to a mission planner or operator.

#### **FA02: TA-05 Applying Zero Trust Architectures to 5G Network Environments**

Develop network enhancements that can be applied to the RAN or Core or network tools that can be applied at the network edge to incorporate Zero Trust Architecture (ZTA) principles into 5G network environments. ZTA may be particularly well suited for 5G networks where supply chain issues result in networks that include a wide variety of equipment. By incorporating ZTA principles, one may be able to offer a high degree of network assurance even when operating through a 5G network that contains untrusted equipment. Proposed work should clearly identify proposed security assurance metrics and show improvements as a result of the network enhancements and/or tools. Enhancements are anticipated to be unclassified in order to maximize potential adoption in a diverse range of commercial 5G environments. Enhancements at or above SECRET are also considered provided they demonstrate either applicability to DoD-specific networks and/or discuss how the enhancements could be implemented in relevant commercial 5G networks.

#### **FA02: TA-06 Implementing Differentiated Security Properties on a Shared Network**

Develop network enhancements to the RAN or Core or network tools that can be applied at the network edge to implement differentiated security services. DoD missions can have a variety of security requirements and their corresponding communication networks have been tailored to meet these needs. In the worst case, this requires each mission to operate on its own network. An important feature of 5G is the ability for a single network to offer differentiated services. For example, a single network may be able to offer a very low latency, low bandwidth service to some users while simultaneously offer high bandwidth services to others where latency is not a key factor. Through network slices, clever use of edge computing and the MEC, and/or enhancements at the RAN or Core, the same 5G network can provide distinct Quality of Service metrics to different classes of users. Demonstrate how a single network can be used to provide differentiated security services to different classes of users. For example, one class of applications may require high integrity and moderate to low confidentiality while another class of applications requires only high confidentiality. This topic area seeks enhancements and/or tools that allow both applications to meet their differing security requirements while still operating on a single network.

#### **FA03: TA-01 Towards a B5G Tactical Network**

5G offers programmable new radio and Radio Access Network (RAN) components that can operate at unprecedented granularity in time-frequency-space (relative to past generations of commercial network technology). We seek new sub-system technologies that leverage these radio and RAN capabilities coupled with new system architecture concepts to achieve a generational leap in DoD tactical network performance (throughput, latency, availability, resiliency). Proposers should consider new options enabled by integration of non-terrestrial network segments with terrestrial operations, the impact of large-scale, distributed MIMO subject to varying degrees of mobility, and node SWAP constraints.

**FA03: TA-02 Dynamic Spectrum Utilization for DoD B5G**

The dynamic spectrum utilization technology available today is coarse-grained and lags behind DoD operational needs. We seek B5G system concepts that move dynamic spectrum utilization closer to a DoD operational tempo with advances in sharing over time and space, inclusive of new sensing and database architectures and associated policy engines that facilitate spectrum utilization across large frequency swaths as well as multiple bands, and across heterogeneous network interfaces.

**FA03: TA-03 Software Defined B5G Network Principles for DoD Operations**

5G embodies a new generation of software-defined network operations with disaggregated RAN components resulting in new features (e.g. network slicing) based on network function virtualization. We seek concepts and tools for end-to-end network performance evaluation that quantify the impact of SDN, i.e., how the enhanced programmability, modularity, key architectural changes (separation of control and data planes), and use of AI/ML tools to automate network operations, translate to optimizing network aware application performance as well as potentially impacting resiliency and security postures.

**FA03: TA-04 Next Generation Network-Aware Application & Transport Layers**

DoD networking must confront the dual challenge of scaling and heterogeneity (due to varied network traffic and priority classes, terrestrial/aerial mobility, multiple network interfaces, and increasing multi-network connectivity options for end users). We seek principles and system concepts for new efficient, reliable, and scalable application & transport layer designs that are cognizant of the above network heterogeneity. As examples, proposed solutions may address how to leverage space-time multi-path diversity, opportunities for multi-network and multi-RAT (Radio Access Technology) operation, how to work through disconnections due to network handover/mobility or other impediments, or SDN-based network management architectures that can be iteratively optimized.

**SUBMISSION INFORMATION  
SIGNIFICANT DATES AND TIMES**

Event	Date
White Paper Due Date *For FY21 Award	19 March 2021
White Paper Due Date for FY22 Award	No later than *1 year from BAA release*
Full Proposal Due Date	Within 30 days of Notification of Interest



## **A. Electronic Submittal Instructions**

Offerors shall submit all aspects of their proposal electronically under NAVWAR's E-Commerce Central (NAVWAR E-CC) website: <https://e-commerce.navwar.navy.mil>. Offerors shall register on the NAVWAR E-CC and select their own password in order to submit a proposal. Offerors are required to read the "Read Me First!" and "Submitting a Proposal?" web pages found on the NAVWAR E-CC. Each electronic file shall be clearly marked to show the BAA number and offeror's name. E-Proposal files shall not contain classified data. Offerors are requested to provide their Commercial and Government Entity (CAGE) Number and reference BAA number (N6523621S0001) with their submissions.

## **B. Other Registration Requirements**

Unless the offeror is exempt from this requirement, as per FAR 4.1102, all offerors must be registered as an entity in the System for Award Management (SAM) and have a valid Data Universal Numbering System (DUNS) number prior to submitting a proposal. Information on entity registration is available at <http://www.sam.gov>. All offerors must maintain an active registration in SAM with current information at all times during which they have an active federal award or proposal under consideration by NIWC Atlantic. All offerors must provide the DUNS number in each proposal they submit. NIWC Atlantic cannot make an award to an offeror until the offeror has provided a valid DUNS number and has maintained an active SAM registration with current information.

The submittal format and content identified below are applicable to the submission of White Papers and Full Proposals for contracts and other assistance agreements. NIWC Atlantic policy is to treat all submissions as source selection information (see FAR 2.101 and 3.104), and to disclose their contents only for the purpose of evaluation. Offerors are expected to appropriately mark each page of their submission that contains proprietary information.

It is the offeror's responsibility to provide the necessary information within the context of each phase for the Government to make an accurate evaluation of the submittal, and to determine that the submittal is clearly within the scope of a BAA pursuant to FAR 35.016. Submittals that do not appear to be within the scope of a BAA will be rejected.

The offeror shall not assume that reviewers have prior knowledge of the capability gap or the capability deficiency. As such, the offeror shall define acronyms and avoid trade jargon. Avoid ambiguous or generalized language and descriptions.

## **C. Fundamental Research**

It is DoD policy that the publication of products of fundamental research will remain unrestricted to the maximum extent possible. National Security Decision Directive (NSDD) 189 defines fundamental research as follows:

'Fundamental research' means basic and applied research in science and engineering, the results of which ordinarily are published and shared broadly within the scientific community, as distinguished from proprietary research and from industrial development, design, production, and product utilization, the results of which ordinarily are restricted for proprietary or national security reasons.

As of the date of publication of this BAA, the Government expects that program goals as described herein may be met by proposed efforts for fundamental research and non-fundamental research. Some proposed research may present a high likelihood of disclosing performance characteristics of military

systems or manufacturing technologies that are unique and critical to defense. Based on the anticipated type of proposer (e.g., university or industry) and the nature of the solicited work, the Government expects that some awards will include restrictions on the resultant research that will require the awardee to seek NIWC Atlantic permission before publishing any information or results relative to the program.

Proposers should indicate in their proposal whether they believe the scope of the research included in their proposal is fundamental or not. While proposers should clearly explain the intended results of their research, the Government shall have sole discretion to determine whether the proposed research shall be considered fundamental and to select the award instrument type. Appropriate language will be included in resultant awards for non-fundamental research to prescribe publication requirements and other restrictions, as appropriate.

For certain research projects, it may be possible that although the research to be performed by a potential awardee is non-fundamental research, its proposed subawardee's effort may be fundamental research. It is also possible that the research performed by a potential awardee is fundamental research while its proposed subawardee's effort may be non-fundamental research. In all cases, it is the potential awardee's responsibility to explain in its proposal which proposed efforts are fundamental research and why the proposed efforts should be considered fundamental research.

#### **D. Disclosure of Information and Compliance with Safeguarding Covered Defense Information Controls**

The following provisions and clause apply to all solicitations and contracts; however, the definition of "controlled technical information" clearly exempts work considered fundamental research and therefore, even though included in the contract, will not apply if the work is fundamental research.

DFARS 252.204-7000, "Disclosure of Information"

DFARS 252.204-7008, "Compliance with Safeguarding Covered Defense Information Controls"

DFARS 252.204-7012, "Safeguarding Covered Defense Information and Cyber Incident Reporting"

DFARS 252.204-7019, "Notice of NIST SP 800-171 DoD Assessment Requirements"

DFARS 252.204-7020, "NIST SP 800-171 DoD Assessment Requirements"

The full text of the above solicitation provision and contract clauses can be found at <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>.

Compliance with the above requirements includes the mandate for proposers to implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (see <https://doi.org/10.6028/NIST.SP.800-171r1>) that are in effect at the time the BAA is issued.

For awards where the work is considered fundamental research, the contractor will not have to implement the aforementioned requirements and safeguards. However, should the nature of the work change during performance of the award, work not considered fundamental research will be subject to these requirements.

Enhanced Security Controls on Select Defense Industrial Base Partner Networks: In accordance with NMCARS 5204.73 entitled, "Safeguarding Covered Defense Information and Cyber Incident Reporting" certain performers may be required to implement enhanced cyber security controls to

unclassified networks housing controlled unclassified information (CUI). Such controls are in addition to the requirements of DFARS clause 252.204-7012, and may be required if the Government determines that enhanced controls are warranted by the risk to a critical program or technology. Offerors are strongly encouraged to consult with the cognizant Project Point of Contact (PPOC) to determine whether these requirements will apply to a particular effort.

## E. White Papers

Offerors shall submit a White Paper in advance of a full proposal. White Papers are limited to a **maximum of five (5) pages** (not including the cover page), are submitted under the BAA, and are expected to be unclassified. Classified submittals are permitted, but will not be handled by the NAVWAR E-CC process. Unclassified submittals shall be submitted via NAVWAR E-CC process.

Classified offerings will be coordinated in advance with the PPOC, Colin Thomas. Contact information is [colin.thomas@navy.mil](mailto:colin.thomas@navy.mil) or 843-218-6571. **Under no circumstance will classified information or reference to classified information be presented using unsecured (internet) access.**

The PPOC will coordinate submission of classified BAA submissions by separate and specific instruction issued on case by case basis to offeror's indicating a need to use classified information.

Submissions will be protected from unauthorized disclosure in accordance with applicable law and Department of Defense (DoD)/Department of the Navy (DoN) regulations. Offerors are expected to appropriately mark each page of their submission that contains proprietary information.

IMPORTANT NOTE: Titles given to the White Papers should be descriptive of the work those papers represent.

### White Paper Format

All pages shall be formatted for printing on 8-1/2 by 11-inch paper with a font size not smaller than Times New Roman 12 point. Font sizes of 8 or 10 point may be used for figures, tables, and charts. Margins of 1 inch and single spacing should be used. Document files must be in .pdf, .doc, .docx, .xls, or .xlsx formats. Submissions must be in English.

### White Paper Content – Five Pages Maximum

- Cover Page: The Cover Page shall be labeled “WHITE PAPER” and shall include:
  - BAA Number
  - Focus Area (FA) Number and Title
  - Topic Area(s) of Interest (TA) Number(s) and Title(s)
  - Submittal Title
  - Technical Points of Contact
  - Telephone Number
  - Facsimile Number
  - E-mail Address
- Technical Concept/Narrative: The Technical Concept/Narrative is description of the effort and its relevance and applicability to a) one of the three focus areas and b) one or more of the topic areas of interest, as well as the objectives/benefits to be derived as a result of the proposed effort. This section should include:

- Technical Approach
- Effort's Perceived Benefits
- Technical Risk Areas
- Performance Period
- Pricing ROM
- Other Technical Data/Information to be conveyed for consideration, to include the final deliverable(s) and/or end item(s).

DO NOT SUBMIT PROPOSALS WITH THE WHITE PAPERS. ONLY WHITE PAPERS ARE TO BE SUBMITTED.

## **F. Full Proposal**

If NIWC Atlantic indicates an interest in an offeror's white paper, then the offeror will be invited to submit a full proposal containing three electronic files:

1. Technical and Management Proposal
2. Contractual Documents
3. Cost/Price Proposal

All pages shall be formatted for printing on 8-1/2 by 11-inch paper with Times New Roman font size not smaller than 12 point. Font sizes of 8 or 10 point may be used for figures, tables, and charts. Margins of 1 inch and single spacing should be used. Document files must be in .pdf, .doc, .docx, .xls, or .xlsx formats. Submissions must be written in English.

### **1. TECHNICAL AND MANAGEMENT PROPOSAL**

The Technical and Management Proposal and should not exceed twenty (20) pages, excluding the cover page, table of contents or appendices. Pages should be numbered. The Technical Proposal should provide a complete description of the effort and applicability to the proposed focus area (FA) and topic area(s) of interest, as well as the objectives and benefits to be derived as a result of this effort. The Technical and Management Proposal should include:

#### **COVER PAGE**

The Cover Page shall be labeled "TECHNICAL AND MANAGEMENT PROPOSAL" and should include:

- BAA Number **N6523621S0001**
- Proposal Title
- Lead organization (prime contractor) name
- Type of business, selected from among the following categories: Large Business, Small Disadvantaged Business, Other Small Business
- Technical point of contact including name, mailing address, telephone, and email
- Administrative point of contact including name, mailing address, telephone, and email
- Places(s) and period(s) of performance
- Other team member information (for each include type of business and technical point of contact name, mailing address, telephone, and email)
- Proposal validity period (minimum 120 days)
- DUNS number
- Taxpayer identification number
- CAGE code

- Focus Area (FA) Number and Title
- Topic Area(s) of Interest (TA) Number and Title

Executive Summary: Provide a synopsis of the proposed effort.

Technical and Management Approach: Demonstrate a deep understanding of the technical challenges and present a credible plan to achieve the project’s goal. Outline and address technical challenges inherent in the approach and possible solutions for overcoming potential problems. Discuss mitigation of technical risk. Provide appropriate measurable milestones (quantitative if possible) at intermediate stages of the project to demonstrate progress, and a plan for achieving the milestones. Technical and Management Approach should include the following: resumes/biographies of key technical personnel, perceived benefit(s), technical risk areas, technical payoff (value proposition for the Government and warfighter), primary efforts and options (discuss the differentiation between proposed primary efforts and options), project schedule and milestones, and facilities, certifications, core corporate competencies, experience and availability of resources.

Team Capability: Provide a summary of the qualifications and expertise of the team, including any subcontractors and key personnel who will be doing the work. Provide a clear description of the team’s organization including an organization chart that includes, as applicable, the relationship of team members; unique capabilities of team members; task responsibilities of team members; teaming strategy among the team members; and key personnel with the amount of effort to be expended by each person during the project. Describe the team’s past performance in areas that are similar to the proposed solution citing Government contract numbers where available.

Statement of Work: Provide a severable, self-standing statement of work without proprietary restrictions to be incorporated as an attachment to the resultant award instrument. The statement of work should provide a detailed task breakdown, citing specific tasks and their connection to key project milestones and schedule. The statement of work should include relevant Contract Data Requirements List (CDRLs) items with associated Data Item Descriptions (DIDs).

## 2. CONTRACTUAL DOCUMENTS

The maximum page count for the Contractual Documents is 30 pages, including all figures, tables and charts but not including the cover sheet, table of contents, representations and certifications attachment, or appendices. A submission letter is optional and is not included in the page count. The Contractual Documents must include the following components:

### COVER PAGE

The Cover Page shall be labeled “CONTRACTUAL DOCUMENTS” and should include:

- BAA Number **N6523621S0001**
- Proposal Title
- Lead organization (prime contractor) name
- Type of business, selected from among the following categories: Large Business, Small Disadvantaged Business, Other Small Business
- Technical point of contact including name, mailing address, telephone, and email
- Administrative point of contact including name, mailing address, telephone, and email
- Places(s) and period(s) of performance
- Other team member information (for each include type of business and technical point of contact name, mailing address , telephone, and email
- Proposal validity period (minimum 120 days)
- DUNS number

- Taxpayer identification number
- CAGE code

**Team Member Identification:** Provide a list of the prime contractor and all subcontractors, and identify whether any are non-US entities. The following format should be used for this list:

<b>Prime</b>	<b>Organization</b>	<b>Non-US?</b>
<b>Subcontractor</b>	<b>Organization</b>	<b>Non-US?</b>
<b>Government Entity</b>	<b>Organization</b>	<b>Non-US?</b>

**All Offerors and proposed subcontractors** must affirm whether they are providing scientific, engineering, and technical assistance (SETA) or similar support to any NAVWAR Component through an active contract or subcontract. All affirmations must state which office(s) the offeror supports and identify the prime contract numbers. Affirmations shall be furnished at the time of proposal submission. All facts relevant to the existence or potential existence of organizational conflicts of interest must be disclosed. The disclosure shall include a description of the action the offeror has taken or proposes to take to avoid, neutralize, or mitigate such conflict. Without prior approval, a contractor cannot simultaneously be a SETA and related research and development performer. Proposals that fail to fully disclose potential conflicts of interests or do not have acceptable plans to mitigate identified conflicts may be rejected without technical evaluation and withdrawn from further consideration for award.

**All offerors** - If a prospective offeror believes that any conflict of interest exists or may exist (whether organizational or otherwise), the offeror should promptly raise the issue with NIWC Atlantic by sending his/her contact information and a summary of the potential conflict by e-mail to the Agency Contact identified herein, before time and effort are expended in preparing a proposal and mitigation plan. If, in the sole opinion of the Government after full consideration of the circumstances, any conflict situation cannot be effectively avoided or mitigated, the proposal may be rejected without technical evaluation and withdrawn from further consideration for award under this BAA.

**Intellectual Property:** If no intellectual property restrictions are intended, state “NONE.” The Government will assume unlimited rights to all intellectual property not explicitly identified as restricted in the proposal. For all non-commercial technical data or computer software that will be delivered to the Government with other than unlimited rights, provide a list describing all proprietary claims to results, prototypes, deliverables or systems supporting and/or necessary for the use of the research, results, prototypes and/or deliverables in accordance with DFARS 252.227- 7014 and 252.227-7017. Technical data and or computer software shall be listed at the lowest component possible, include unique identifiers (e.g. software version number), and identify any corresponding CDRLs. The Basis of Assertion shall state whether the technical data or computer software was developed exclusively at private expense, with mixed funding, or exclusively with Government funds. If mixed or exclusively Government funding, the Offeror shall identify the contract number under which the technical data or computer software was developed, and identify if the effort was under the Small Business Innovation Research Program. The Asserted Rights Category shall state Restricted (computer software), Limited (technical data), Specially Negotiated License Agreement (include in proposal submission if applicable), or Government Purpose Rights. The Offeror shall provide the same information for any commercial technical data or computer software delivered to the Government as part of the proposed solution. For any commercial technical data or computer software that will be delivered with less than unlimited rights, including data or software that will be

provided by an entity other than the prime contractor, the Offeror shall provide the associated license(s). The following format should be used for these lists:

NONCOMMERCIAL				
<b>Technical Data and/or Computer Software To be Furnished With Restrictions</b>	<b>Summary of Intended Use in the Conduct of the Research</b>	<b>Basis for Assertion</b>	<b>Asserted Rights Category</b>	<b>Name of Person Asserting Restrictions</b>
(LIST)	(Narrative)	(LIST)	(LIST)	(LIST)

COMMERCIAL				
<b>Technical Data and/or Computer Software To be Furnished With Restrictions</b>	<b>Summary of Intended Use in the Conduct of the Research</b>	<b>Basis for Assertion</b>	<b>Asserted Rights Category</b>	<b>Name of Person Asserting Restrictions</b>
(LIST)	(Narrative)	(LIST)	(LIST)	(LIST)

If applicable, the Offeror shall also provide documentation proving ownership or possession of appropriate licensing rights to all patented inventions (or inventions for which a patent application has been filed) to be used for the proposed project.

**Subcontracting Plan:** For proposed contract awards exceeding \$15,000, large businesses and non-profits (including educational institutions) shall provide a Subcontracting Plan (hereafter known as ‘the Plan’) that contains all elements required by FAR 19.704, FAR 52.219-9 and as supplemented by DFARS 252.219-7003.

NOTE: Small businesses are exempt from this requirement to submit a subcontracting plan.

If a company has a Master or Individual Subcontracting Plan, as described in FAR 19.701 or a Comprehensive Subcontracting Plan, as described in DFARS 219.702, a copy of the Plan shall also be submitted.

Plans will be reviewed for adequacy, ensuring that the required information, goals, and assurances are included. FAR 19.702 requires an apparent successful offeror to submit an acceptable Plan. If the apparent successful offeror fails to negotiate a Plan acceptable to the Contracting Officer within the time limit prescribed by the Contracting Officer, the offeror will be ineligible for award.

Offerors shall propose a plan that ensures small businesses (inclusive of SDBs, WOSBs, HUBZone, VOSBs and SDVOSBs) will have the maximum practicable opportunity to participate in contract performance consistent with efficient performance.

As a baseline, Offerors shall, to the best extent possible, propose realistic goals to ensure small business participation in accordance with the current or most recent fiscal year subcontracting goals found on the DoD Office of Small Business Program website at: <https://business.defense.gov/>. If proposed goals are below the statutory requirements, then the offeror shall include in the Plan a viable written explanation as to why small businesses are unable to be utilized and what attempts were taken to ensure that small business were given the opportunity to participate in the effort to the maximum extent practicable.

Subcontracting Resources - Subcontracting to a prime contractor can be a good way to participate in the contracting process. The following is a list of potential resources that may assist in locating potential subcontracting partners/opportunities/resources:

- \*Companies Participating in DoD Subcontracting Program Report
- \*DAU Small Business Community of Practice (SB COP)
- \*DefenseLink  $\geq$  \$7.0 M Award Notices
- \*DoD OSBP Prime Contractors and Subcontractors with Subcontracting Plans
- \*Dynamic Small Business Search
- \*Electronic Subcontracting Reporting System (eSRS)
- \*System for Award Management ([www.beta.sam.gov](http://www.beta.sam.gov))
- \*Navy SBIR/STTR Search – Website or Brochure
- \*DoD Procurement Technical Assistance Centers (PTAC)
- \*U.S. Small Business Administration (SBA) Subcontracting Opportunities Directory
- \*U.S. SBA Subnet

In accordance with FAR 5.206, the following entities may transmit a notice to the Government wide



Point of Entry (GPE) at <https://www.beta.sam.gov/> to seek competition for subcontracts, to increase participation by qualified small businesses, VOSBs, SDVOSBs, HUBZones, SDBs, and WOSBs, and to meet established subcontracting plan goal as follows:

- (1). A contractor awarded a contract exceeding the simplified acquisition threshold that is likely to result in the award of any subcontracts;
- (2). A subcontractor or supplier, at any tier, under a contract exceeding \$150,000, which has a subcontracting opportunity exceeding \$15,000.

The notices must describe:

- (a) The business opportunity;
- (b) Any prequalification requirements; and
- (c) Where to obtain technical data needed to respond to the requirement.

In addition, another example of a place in which prime contractors may post solicitations or sources sought notices for small business is the U.S. SBA SUB-Net: [https://eweb.sba.gov/gls/dsp\\_sbabanner.cfm](https://eweb.sba.gov/gls/dsp_sbabanner.cfm). The SUB-Net database provides a listing of subcontracting solicitations and opportunities posted by large prime contractors and other non-federal organizations.

**Government Furnished Property (GFP) / Government Furnished Information (GFI):** The Government discourages the use of GFP/GFI. Offerors are ordinarily required to furnish all property and information necessary to perform Government contracts. GFP/GFI will only be provided to contractors if it can clearly be demonstrated that it is in the Government's best interest that it does not substantially increase the Government's assumption of risk, that the benefit to the acquisition significantly outweighs the increased cost of administration, and the Government requirements cannot otherwise be met. If it is believed that GFP/GFI is necessary for a proposed effort, the offeror shall provide a list of GFP/GFI containing supporting rationale for why it is in the Government's best interests to provide GFP/GFI. Offerors shall try to provide the following details pertaining to the proposed GFP items: description, manufacturer's CAGE code, marking instrument, National Stock Number, nomenclature, part number, quantity, type designator, unit acquisition cost, unit of measure, and use as is. If this section is not applicable, state "NONE."

**Government Furnished Services (GFS):** The Government discourages the use of GFS. Offerors are ordinarily required to furnish all services necessary to perform Government contracts. GFS will only be provided to offerors if it can clearly be demonstrated that it is in the Government's best interest that it does not substantially increase the Government's assumption of risk, that the benefit to the acquisition significantly outweighs the increased cost of administration and the Government requirements cannot otherwise be met. If it is believed that GFS is necessary for a proposed effort, the offeror shall provide a list of GFS containing supporting rationale for why it is in the Government's best interests to provide GFS. The offeror shall include applicable documents, such as a valid Work for Private Parties (WFPP) between the proposed Governmental entity and the offeror, to demonstrate a valid contractual relationship. Note, that the Government will not pursue a BAA for concurrent work (same or essentially the same or integrally related) that an offeror is currently performing under an existing Cooperative Research and Development Agreement or other vehicle. The requirement for GFS may render the white paper ineligible for award. If this section is not applicable, state "NONE."

**Animal Use:** The DoD policies and requirements for the use of animals in DoD-supported research are described in the current version of DoD Instruction 3216.01, Use of Animals in DoD Conducted and Supported Research and Training and its implementing instruction, DHA-MSR 6025.02, “The Care And Use Of Animals In DoD Research, Development, Test, And Evaluation (RDT&E) Or Training Programs,” the version of which is current at the time of award. If animals are to be utilized in the research effort proposed, the Offeror must submit a Full Appendix or Abbreviated Appendix with supporting documentation (such as copies of Institutional Animal Care and Use Committee (IACUC) Approval, IACUC Approved Protocol, and most recent United States Department of Agriculture (USDA) Inspection Report) prior to award.

The amount of time required to complete the IACUC review/approval process may vary depending on the complexity of the research. Ample time should be allotted to complete the approval process. The IACUC approval process can last between one to three months, followed by a DoD review that could last between three to six months. No DoD funding can be spent on animal subject tasking until ALL approvals are granted and documentation provided to NIWC Atlantic for compliance verification and approval.

**Human Subjects Research:**

(a) Offerors must protect the rights and welfare of individuals who participate as human subjects in research awarded pursuant to this BAA and must comply with the requirements of the Common Rule at 32 CFR part 219 (the DOD implementation of 45 CFR part 46) and applicable provisions of DoD Instruction 3216.02, Protection of Human Subjects and Adherence to Ethical Standards in DoD-Conducted and -Supported Research (April 15, 2020), the DON implementation of the human research protection program contained in SECNAVINST 3900.39E Change 1, (or its replacement), 10 USC 980 “Limitation on Use of Humans as Experimental Subjects,” and when applicable, Food and Drug Administration (FDA) and other federal and state law and regulations.

(b) For proposals containing activities that include or may include “research involving human subjects” as defined in DoDI 3216.02, prior to award, the Offeror must submit documentation of:

(i) Approval from an Institutional Review Board (IRB) (IRB-approved research protocol, IRB-approved informed consent document, documentation showing the IRB considered the scientific merit of the research, and other material considered by the IRB); proof of completed human research training (e.g., training certificate for the principal investigator, and institutional verification that the principal investigator, co-investigators and research support personnel have received appropriate training to be considered qualified to execute the research); and the Offeror’s Department of Health and Human Services (DHHS)-issued Federal Wide Assurance (FWA#), including notifications of any FWA suspensions or terminations.

(ii) Any claimed exemption under 32 CFR 219.104, including the category of exemption, supporting documentation considered by the Offeror’s institution in making the determination (e.g., protocol, data collection tools, advertisements, etc.). The documentation shall include a short rationale supporting the exemption determination. This documentation should be signed by the IRB Chair or IRB vice Chair, designated IRB administrator or official of the Offeror’s human research protection program.

(iii) Any determinations that the proposal does not contain activities that constitute research involving human subjects or contains only activities that are deemed not to be research under 32 CFR 219.102(l), including supporting documentation considered by the Offeror’s institution in making the determination. This documentation should be issued by the IRB Chair or IRB vice Chair, designated

IRB administrator or official of the Offeror's human research protection program.

(c) Documentation must be submitted to the Government by way of the PPOC. The IRB retains final judgment on whether the documentation satisfies the use of human subjects in research requirements.

(d) Contracts or modifications will include a statement indicating successful completion of the PPOC review. Research involving human subjects must not be commenced under any contract award or modification or any subcontract or grant subaward or modification until awardee receives notification from the Contracting Officer that the PPOC has approved the assurance as appropriate for the research under the award or modification and that the PPOC has reviewed the protocol and accepted the IRB approval or determination for compliance with Federal, DoD and DON research protection requirements. The Government will not reimburse or otherwise pay for work performed in violation of this requirement. See, DFARS 252.235-7004.

**Contract Specific Representations and Certifications:** Contractual Documents shall include the completed representations and certifications provided in Annex 1 (*not included in page limitation*).

### 3. COST PROPOSAL

There is no maximum page count for the Cost/Price Proposal. The cost/price proposal shall be submitted in Microsoft Excel (.xls, .xlsx) and .pdf formats.

#### COST PROPOSAL CONTENT

The Cost Proposal shall provide a detailed cost breakdown correlating to the proposed work effort that includes, at a minimum:

- Direct Labor Categories, Rates, Hours, and Extended Costs
- Identification and Application of Indirect Rates (i.e., OH, G&A, Fringe, COM)
- Consolidated Materials List
  - Provide an itemized list of all proposed materials including quantities, unit prices, proposed vendors (if known), and the basis of estimate (e.g., quotes, prior purchases, catalog price lists, etc.). Any item that exceeds \$5,000 must be supported with back-up documentation such as a copy of catalog price lists or quotes.
- Detailed Travel Breakdown
- Subcontracting Costs
  - All documentation must be prepared at the same level of detail as that required of prime.
  - In addition, prime offerors must provide a cost or price reasonableness analysis of proposed subcontractor prices as defined in FAR 15.404-3. Such analysis shall indicate the extent to which the prime contractor has negotiated subcontract prices.
  - Proprietary subcontractor cost proposals may be submitted separately via NAVWAR E-CC. At the time of proposal submission, subcontractors shall state the following in the "Proposal Comments" section of the e-commerce proposal submission format: "(*Insert Subcontractor name*) is pleased to submit this proposal as a subcontractor for (*Insert Prime contractor name*) for BAA (*Insert BAA number*)."
- Other Direct Costs (ODC) (to include equipment and/or facilities)
  - For any proposed equipment, provide an itemized list of all proposed equipment including quantities, unit prices, proposed vendors (if known) and the basis of

estimate (e.g., quotes, prior purchases, catalog price lists, etc.). Any item that exceeds \$5,000 must be supported with back-up documentation such as a copy of catalog price lists or quotes prior to purchase. For proposed equipment/information technology (as defined in FAR 2.101) purchases equal to or greater than \$50,000, include a letter justifying the purchase. Include any requests for Government-furnished equipment or information with cost estimates and delivery

- Fee/Profit Mark-Up Rate and Application Base
- Proposals for \$2 Million or more: “Certified cost or pricing data” (as defined in FAR 2.101) will be required unless the offeror requests (and is granted) an exception in accordance with FAR 15.403.

Fixed Fees on NIWC Atlantic Contracts: The Government Objective is set in accordance with the DFARS 215.404-71. See the below table for range and normal values:

Contract Risk Factor	Contract Type	Assigned Value (Normal range)	Normal Value
Technical - Standard <sup>(1)</sup>		3% - 7% <sup>(2)</sup>	5%
Technical - Technology Incentive <sup>(1)</sup>		7% - 11% <sup>(2)</sup>	9%
Management/Cost Control <sup>(1)</sup>		3% - 7% <sup>(2)</sup>	5%
Contract Type Risk	Firm Fixed Price	2% - 6% <sup>(3)</sup>	3% - 5% <sup>(4)</sup>
Contract Type Risk	Cost Plus Fixed Fee	0% - 1% <sup>(2)</sup>	0.5%

(1) Assign a weight (percentage) to each element according to its input to the total performance risk. The total of the two weights equal 100%

(2) Assign a weighting score relative to the Risk Factor.

(3) Depends on the specific Contract Type (With/without financing, performance-based payments, and/or progress payments).

(4) Depends on the specific Contract Type.

Typically, the range of fee is 5% to 7.5% on a NIWC Atlantic awarded R&D contract.

Notes:

1. Classified offerings will be coordinated in advance with the PPOC, Colin Thomas. **Under no circumstance will classified information or reference to classified information be presented using unsecured (internet) access.**
2. Hard copy submissions or any other submission outside of NAVWAR E-CC (other than for classified proposals) will not be accepted.

**EVALUATION INFORMATION**

Proposals received as a result of the BAA will be evaluated through a peer or scientific review process that will consider the evaluation criteria specified herein, in addition to other facts stated in this BAA that may be considered, including the impact of any asserted technical data/computer software restrictions. It is the policy of NIWC Atlantic to ensure an impartial, equitable, comprehensive scientific and technical review of the proposals to select the respondent whose proposed approach meets the Government's technical and programmatic goals. Proposals will not be evaluated against each other since they are not submitted in accordance with a common work statement. Factor #1 and Factor #2 are equally important. Factor #3 and Factor #4 are equally

important. Factors #1 and #2 are significantly more important than Factors #3 and #4. The government is more concerned with obtaining superior technical capabilities than with making awards at a lower cost to the government.

- Factor #1- Contribution to the Requirement: The Government will evaluate the degree to which the offeror's proposal is relevant to accelerating 5G capabilities, operating through untrusted 5G networks and identifying and developing innovative Beyond 5G capabilities.
- Factor #2- Technical Approach/Qualifications: The Government will evaluate the degree to which the offeror's proposal is innovative, feasible, achievable, complete, and supported by a team that has the expertise and experience to accomplish the proposed tasks. The Government will also evaluate and consider the probability for transition of the proposed effort into a program of record or fielded capability.
- Factor #3- Schedule: The Government will evaluate the realism of the proposed schedule.
- Factor #4- Cost Realism: The Government will also evaluate the offeror's proposal for cost realism. The Government will evaluate the feasibility of achieving the technical objectives with the proposed cost, determining whether the cost is reasonable or over or under estimated for the level of effort.

### **Evaluation Ratings.**

Evaluation Panel - Technical and cost proposals submitted under this BAA will be protected from unauthorized disclosure in accordance with FAR 3.104-4 and 15.207. The cognizant Program Officer and other Government scientific experts will perform the evaluation of technical proposals. Restrictive notices notwithstanding, one or more support contractors may be utilized as subject-matter-expert technical consultants. However, proposal selection and award decisions are solely the responsibility of Government personnel. Each support contractor's employee having access to technical and cost proposals submitted in response to this BAA will be required to sign the NIWC Atlantic Non-Disclosure Agreement (NDA) for Contractor Support prior to receipt of any proposal submissions. This NDA includes third-party beneficiary language giving the submitter of proprietary information a right of direct action against the contractor employee and/or his/her employer in the event that the NDA is violated.

The evaluation panel will assign proposals to one of the following categories:

**Category I--** Demonstrates technical merit related to the agency's efforts to research and develop "5G to Next G" Advanced Wireless Communications. The offeror presents a unique and innovative approach along with the requisite expertise, experience and adequate resources to accomplish the technical objectives. Risk is acceptable. The cost/price is reasonable and realistic. Proposals in Category I are recommended for acceptance (subject to availability of funds) and normally are displaced only by other Category 1 proposals.

**Category II--**Demonstrates technical merit related to the agency's efforts to research and develop "5G to Next G" Advanced Wireless Communications. The offeror presents a sound approach along with the requisite expertise, experience and adequate resources to accomplish the technical objectives, but requires further development. Risk is acceptable. The cost/price is reasonable and realistic. Category II proposals are recommended for acceptance, but at a lower priority than Category I.

**Category III**--Does not demonstrate technical merit related to the agency's efforts to research and develop "5G to Next G" Advanced Wireless Communications and does not meet agency needs.

## **AWARD INFORMATION**

Multiple awards are anticipated, each for a 12-month period of performance. The level of funding for individual awards made under this solicitation has not been predetermined and will depend on the quality of the proposals received and the availability of funds. Awards under this BAA will be made to offerors whose proposals are determined to be the most advantageous and provide best value to the Government based on the stated evaluation criteria.

The Government reserves the right to:

- select for negotiation all, some, one, or none of the proposals received in response to this BAA;
- make awards without discussions with offerors;
- conduct discussions with offerors if it is later determined to be necessary;
- segregate portions of resulting awards into pre-priced options;
- accept proposals in their entirety or to select only portions of proposals for award;
- fund proposals in increments with options for continued work at the end of one or more phases;
- request additional documentation once a proposal has been selected (e.g., representations and certifications); and
- remove offerors from award consideration should the parties fail to reach agreement on award terms within a reasonable time or the offeror fails to provide requested additional information in a timely manner.

In all cases, the Government Contracting Officer shall have sole discretion to negotiate all terms and conditions with selectees. NIWC Atlantic will apply publication or other restrictions, as necessary, if it determines that the research resulting from the proposed effort will present a high likelihood of disclosing performance characteristics of military systems or manufacturing technologies that are unique and critical to defense. Any award resulting from such a determination will include a requirement for NIWC Atlantic permission before publishing any information or results on the program.

All awards are subject to availability of funding. In this regard, the agency reserves the right to fund all, some, or none of the proposals, or any part of any proposal, and to create and maintain a reserve list of proposals for potential funding, in the event that sufficient funding becomes available.

Firms that are accepted for funding will be notified before award to obtain additional information needed for award. Furthermore, the agency may establish a deadline for the close of fact-finding and remove offerors from award consideration should the parties fail to reach agreement on contract terms, conditions, and cost/price within a reasonable time or the offeror failed to timely provide requested information.

## **Technical and Financial Reports**

The number and types of technical and financial reports required under the contracted project will be specified in the award document, and will include, as a minimum, monthly financial status reports

and a yearly status summary. A final report that summarizes the project and tasks will be required at the conclusion of the performance period for the award. The reports shall be prepared and submitted in accordance with the procedures contained in the award document.

## Annex 1 Representations and Certifications

### REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

**NAME OF OFFEROR (Firm or Organization):**

**OFFEROR DUNS NUMBER:**

**Proposal Title:**

**Proposal Number and/or Date:**

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

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 541715.

(2) The small business size standard is 1,000 employees.

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

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

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

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

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

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

- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.

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

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

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

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

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

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

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

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

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

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

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

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

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

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

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

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

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

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

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

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

(C) If the acquisition value is \$50,000 or more but is less than \$83,099, the provision with its Alternate II applies.

(D) If the acquisition value is \$83,099 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

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

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

[Contracting Officer check as appropriate.]

- (i) 52.204-17, Ownership or Control of Offeror.
- (ii) 52.204-20, Predecessor of Offeror.
- (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End

Products.

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

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

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

FAR Clause #	Title	Date	Change
Click or tap here to enter text.			

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)

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

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or

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

(a) *Definitions.* As used in this provision—*Backhaul, covered telecommunications*

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

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense

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

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

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115–232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

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

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

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

(d) *Representations.* The Offeror represents that—

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

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that— It  does,  does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered

telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

(End of provision)

**FAR 52.204-26 Covered Telecommunications Equipment or Services-Representation. (Oct 2020)**

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

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

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

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

(End of provision)

**FAR 52.209-7 - INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)**

1. (a) *Definitions.* As used in this provision—

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

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinitedelivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager;

head of a division or business segment; and similar positions).

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)



## FAR 52.209-13 - Violation of Arms Control Treaties or Agreements—Certification (JUL 2020)

- (a) This provision does not apply to acquisitions below the simplified acquisition threshold or to acquisitions of commercial items as defined at FAR 2.101.
- (b) Certification. [Offeror shall check either (1) or (2).]

(1) The Offeror certifies that—

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available via the Internet at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available via the Internet at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; or

(2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement

to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

- (i) An inability to certify compliance.
- (ii) An inability to conclude compliance.
- (iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to [NDAA1290Cert@state.gov](mailto:NDAA1290Cert@state.gov). To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless—

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has

(i) Waived application under [22 U.S.C. 2593e\(d\)](#) or (e); or

(ii) Determined under [22 U.S.C. 2593e\(g\)\(2\)](#) that the entity has ceased all activities for which measures were imposed under [22 U.S.C. 2593e\(b\)](#).

(e) *Remedies*. The certification in paragraph (b)(1) 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 submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

## FAR 52.222-54 – EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)

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

“Commercially available off-the-shelf (COTS) item”—

(1) Means any item of supply that is—

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4) such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

“Employee assigned to the contract” means an employee who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

“Subcontract” means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

“United States,” as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements.*

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

- (i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
- (ii) *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
- (iii) *Verify employees assigned to the contract.* For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee’s assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

(i) *All new employees.*

- (A) *Enrolled 90 calendar days or more.* The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
- (B) *Enrolled less than 90 calendar days.* Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract.* For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees.* The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of—

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension

or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>

(d) *Individuals previously verified.* The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

- (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts.* The contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

- (1) *Is for*—
  - (i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,500; and

(3) Includes work performed in the United States.

(End of Clause)

## **FAR 52.229-11 Tax on Certain Foreign Procurements—Notice and Representation (JUN 2020)**

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

*Foreign person* means any person other than a United States person.

*Specified Federal procurement payment* means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

*United States person* as defined in [26 U.S.C. 7701\(a\)\(30\)](#) means

- (1) A citizen or resident of the United States;
- (2) A domestic partnership;
- (3) A domestic corporation;
- (4) Any estate (other than a foreign estate, within the meaning of [26 U.S.C. 701\(a\)\(31\)](#)); and
- (5) Any trust if—

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See [26 U.S.C. 5000C](#) and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at [www.irs.gov/w14](http://www.irs.gov/w14). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the [26 U.S.C. 5000C](#) tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under [26 U.S.C. 5000C](#), the Offeror represents that

(1) It  is  is not a foreign person; and

(2) If the Offeror indicates “is” in paragraph (d)(1) of this provision, then the Offeror represents that—I am claiming on the IRS Form W-14  a full exemption, or  partial or no exemption [Offeror shall select one] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then—

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects “is” in paragraph (d)(1) and “partial or no exemption” in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>

## **FAR 52.230-1 – COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2020)**

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 the lower CAS threshold specified in Federal Acquisition Regulation (FAR) 30.201-4(b) 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: [Click or tap here to enter text.](#)

Name and Address of Cognizant ACO or Federal Official Where Filed:

[Click or tap here to enter text.](#)

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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 paragraph (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 paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

Yes                       No

Alternate I (APR 1996). As prescribed in 30.201-3(b), add the following subparagraph (c)(5) to Part I of the basic provision:

(5) Certificate of Disclosure Statement Due Date by Educational Institution. If the offeror is an educational institution that, under the transition provisions of 48 CFR 9903.202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the offeror hereby certifies that (check one and complete):

(i) A Disclosure Statement Filing Due Date of \_\_\_\_\_ has been established with the cognizant Federal agency.

(ii) The Disclosure Statement will be submitted within the 6-month period ending \_\_\_\_\_ months after receipt of this award.

Name and Address of Cognizant ACO or Federal Official Where Disclosure Statement is to be filed:

[Click or tap here to enter text.](#)

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**FAR 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)

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

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

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18

U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

(End of provision)

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

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

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

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

(i) Paragraph (e) applies.

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

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

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

(ii) 252.216-7008, Economic Price Adjustment—Wage Rates or Material Prices

Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

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

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

(v) 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.

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

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

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

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

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

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

(iii) 252.225-7020, Trade Agreements Certificate.

Use with Alternate I.

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

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

Use with Alternate I.

Use with Alternate II.

Use with Alternate III.

Use with Alternate IV.

Use with Alternate V.

(vi) 252.226-7002, Representation for Demonstration Project for Contractors

Employing Persons with Disabilities.

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

(e) The offeror has completed the annual representations and certifications electronically via the SAM 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
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

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)

**252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES—REPRESENTATION (DEC 2019)**

(a) Definitions. As used in this provision, “covered defense telecommunications equipment or services” has the meaning provided in the clause 252.204-7018 , Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

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

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

(End of provision)

**DFARS 252.204-7017 – PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES—REPRESENTATION (DEC 2019)**

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services—Representation, that it “does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.”

(a) *Definitions.* “Covered defense telecommunications equipment or services,” “covered mission,” “critical technology,” and “substantial or essential component,” as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) *Prohibition.* Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) *Representation.* If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services—Representation, that it “does” provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

The Offeror represents that it  will  will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) *Disclosures.* If the Offeror has represented in paragraph (d) of this provision that it “will provide covered defense telecommunications equipment or services,” the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

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

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code,

if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

## **252.204-7019 NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2020)**

(a) Definitions.

“Basic Assessment”, “Medium Assessment”, and “High Assessment” have the meaning given in the clause 252.204-7020, NIST SP 800-171 DoD Assessments.

“Covered contractor information system” has the meaning given in the clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this solicitation.

(b) Requirement. In order to be considered for award, if the Offeror is required to implement NIST SP 800-171, the Offeror shall have a current assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) (see 252.204-7020) for each covered contractor information system that is relevant to the offer, contract, task order, or delivery order. The Basic, Medium, and High NIST SP 800-171 DoD Assessments are described in the NIST SP 800-171 DoD Assessment Methodology located

at [https://www.acq.osd.mil/dpap/pdi/cyber/strategically\\_assessing\\_contractor\\_implementation\\_of\\_NIST\\_SP\\_800-171.html](https://www.acq.osd.mil/dpap/pdi/cyber/strategically_assessing_contractor_implementation_of_NIST_SP_800-171.html).

(c) Procedures.

(1) The Offeror shall verify that summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) are posted in the Supplier Performance Risk System (SPRS) (<https://www.sprs.csd.disa.mil/>) for all covered contractor information systems relevant to the offer.

(2) If the Offeror does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the Offeror may conduct and submit a Basic Assessment to <mailto:webpmsmh@navy.mil> for posting to SPRS in the format identified in paragraph (d) of this provision.

(d) Summary level scores. Summary level scores for all assessments will be posted 30 days post-assessment in SPRS to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) Basic Assessments. An Offeror may follow the procedures in paragraph (c)(2) of this provision for posting Basic Assessments to SPRS.

(i) The email shall include the following information:

(A) Cybersecurity standard assessed (e.g., NIST SP 800-171 Rev 1).

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract—

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.



(ii) If multiple system security plans are addressed in the email described at paragraph (d)(1)(i) of this section, the Offeror shall use the following format for the report:

System Security Plan	CAGE Codes supported by this plan	Brief description of the plan architecture	Date of assessment	Total Score	Date score of 110 will be achieved

(2) *Medium and High Assessments.* DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system assessed:

- (i) The standard assessed (e.g., NIST SP 800-171 Rev 1).
- (ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).
- (iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.
- (iv) A brief description of the system security plan architecture, if more than one system security plan exists.
- (v) Date and level of the assessment, i.e., medium or high.
- (vi) Summary level score (e.g., 105 out of 110, not the individual value assigned for each requirement).
- (vii) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(3) *Accessibility.*

- (i) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).
- (ii) Authorized representatives of the Offeror for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User’s Guide for Awardees/Contractors available at [https://www.sprs.csd.disa.mil/pdf/SPRS\\_Awardee.pdf](https://www.sprs.csd.disa.mil/pdf/SPRS_Awardee.pdf).
- (iii) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this section. DoD will retain and protect any such documentation as “Controlled Unclassified Information (CUI)” and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(End of provision)

**DFARS 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 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)

**252.215-7010 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data. (JUL 2019)**

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

“Market prices” means current prices that are established in the course of ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition or from sources independent of the offerors.

“Non-Government sales” means sales of the supplies or services to non-Governmental entities for purposes other than governmental purposes.

“Relevant sales data” means information provided by an offeror on sales of the same or similar items that can be used to establish price reasonableness taking into consideration the age, volume, and nature of the transactions (including any related discounts, refunds, rebates, offsets, or other adjustments).

“Sufficient non-Government sales” means relevant sales data that reflects market pricing and contains enough information to make adjustments covered by FAR 15.404-1(b)(2)(ii)(B).

“Uncertified cost data” means the subset of “data other than certified cost or pricing data” (see FAR 2.101) that relates to cost.

(b) *Exceptions from certified cost or pricing data.*

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

(i) *Exception for prices set by law or regulation - Identification of the law or regulation establishing the prices offered.* If the prices are controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Commercial item exception.* For a commercial item exception, the Offeror shall submit, at a minimum, information that is adequate for evaluating the reasonableness of the price for this acquisition, including prices at which the same item or similar items have been sold in the commercial market. Such information shall include—

(A) For items previously determined to be commercial, the contract number and military department, defense agency, or other DoD component that rendered such determination, and if available, a Government point of contact;

(B) For items priced based on a catalog—

(1) A copy of or identification of the Offeror's current catalog showing the price for that item; and

(2) If the catalog pricing provided with this proposal is not consistent with all relevant sales data, a detailed description of differences or inconsistencies between or among the relevant sales data, the proposed price, and the catalog price (including any related discounts, refunds, rebates, offsets, or other adjustments);

(C) For items priced based on market pricing, a description of the nature of the commercial market, the methodology used to establish a market price, and all relevant sales data. The description shall be adequate to permit DoD to verify the accuracy of the description;

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

(E) For items provided by nontraditional defense contractors, a statement that the entity is not currently performing and has not performed, for at least the 1-year period preceding the solicitation of sources by DoD for the procurement or transaction, any contract or subcontract for DoD that is subject to full coverage under the cost accounting standards prescribed pursuant to 41 U.S.C. 1502 and the regulations implementing such section.

(2) The Offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and to determine the reasonableness of price.

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

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

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

(3) The Offeror is responsible for determining whether a subcontractor qualifies for an exception from the requirement for submission of certified cost or pricing data on the basis of adequate price competition, i.e., two or more responsible offerors, competing independently, submit priced offers that satisfy the Government's expressed requirement in accordance with FAR 15.403-1(c)(1)(ii).

(d) *Requirements for data other than certified cost or pricing data.*

(1) Data other than certified cost or pricing data submitted in accordance with this provision shall include the minimum information necessary to permit a determination that the proposed price is fair and reasonable, to include the requirements in DFARS [215.402\(a\)\(i\)](#) and [215.404-1\(b\)](#).

(2) In cases in which uncertified cost data is required, the information shall be provided in the form in which it is regularly maintained by the Offeror or prospective subcontractor in its business operations.

(3) Within 10 days of a written request from the Contracting Officer for additional information to permit an adequate evaluation of the proposed price in accordance with FAR 15.403-3, the Offeror shall provide either the requested information, or a written explanation for the inability to fully comply.

(4) *Subcontract price evaluation.* (i) Offerors shall obtain from subcontractors the minimum information necessary to support a determination of price reasonableness, as described in FAR part 15 and DFARS part 215.

(ii) No cost data may be required from a prospective subcontractor in any case in which there are sufficient non-

Government sales of the same item to establish reasonableness of price.

(iii) If the Offeror relies on relevant sales data for similar items to determine the price is reasonable, the Offeror shall obtain only that technical information necessary -

(A) To support the conclusion that items are technically similar; and

(B) To explain any technical differences that account for variances between the proposed prices and the sales data presented.

(e) *Subcontracts*. The Offeror shall insert the substance of this provision, including this paragraph (e), in subcontracts exceeding the simplified acquisition threshold defined in FAR part 2. The Offeror shall require prospective subcontractors to adhere to the requirements of -

(1) Paragraphs (c) and (d) of this provision for subcontracts above the threshold for submission of certified cost or pricing data in FAR 15.403-4; and

(2) Paragraph (d) of this provision for subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.

(End of provision)

(End of provision)

**DFARS 252.225-7973 – PROHIBITION ON THE PROCUREMENT OF FOREIGN-MADE UNMANNED AIRCRAFT SYSTEMS—REPRESENTATION (MAY 2020) (DEVIATION 2020-O0015)**

(a) *Prohibition*. Section 848 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92) prohibits DoD from using or procuring—

(1) An unmanned aircraft system (UAS), or any related services or equipment, that—

(i) Is manufactured in the People’s Republic of China or by an entity domiciled in the People’s Republic of China;

(ii) Uses flight controllers, radios, data transmission devices, cameras, or gimbals manufactured in the People’s Republic of China or by an entity domiciled in the People’s Republic of China;

(iii) Uses a ground control system or operating software developed in the People’s Republic of China or by an entity domiciled in the People’s Republic of China; or

(iv) Uses network connectivity or data storage located in, or administered by an entity domiciled in, the People’s Republic of China; or

(2) A system for the detection or identification of a UAS, or any related services or equipment, that is manufactured—

(i) In the People’s Republic of China; or

(ii) By an entity domiciled in the People’s Republic of China.

(b) *Representations*. By submission of its offer, the Offeror represents that it will not provide or use—

(1) A UAS, as described in paragraph (a)(1) of this provision, in the performance of any contract, subcontract, or other contractual instrument resulting from this solicitation; and

(2) A system for the detection or identification of a UAS, as described in paragraph (a)(2) of this provision, in the performance of any contract, subcontract, or other contractual instrument resulting from this solicitation.

(End of provision)

**DFARS 252.225-7974 – REPRESENTATION REGARDING BUSINESS OPERATIONS WITH THE MADURO REGIME (DEVIATION 2020-O0005)  
(FEB 2020)**

(i) *Definitions.* As used in this provision—

“*Agency or instrumentality of the government of Venezuela*” means an agency or instrumentality of a foreign state as defined in section 28 U.S.C. 1603(b), with each reference in such section to “a foreign state” deemed to be a reference to “Venezuela.”

“*Business operations*” means engaging in commerce in any form, including acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“*Government of Venezuela*” means the government of any political subdivision of Venezuela, and any agency or instrumentality of the government of Venezuela.

“*Person*” means—

(1) A natural person, corporation, company, business association, partnership, society, trust, or any nongovernmental entity, organization, or group;

(2) Any governmental entity or instrumentality of a government, including a multilateral development institution (as defined in section 1701(c)(3) of the International Financial Institutions Act (22 U.S.C. 262r(c)(3)); and

(3) Any successor, subunit, parent entity, or subsidiary of, or any entity under common ownership or control with, any entity described in paragraphs (1) or

(2) of this definition.

*(b) Prohibition.* In accordance with section 890 of the National Defense Authorization Act for Fiscal Year 2020 (Pub. L. 116-92), Contracting Officers are prohibited from entering into a contract for the procurement of products or services with any person that has business operations with an authority of the government of Venezuela that is not recognized as the legitimate government of Venezuela by the United States Government, unless the person has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

*(c) Representation.* By submission of its offer, the Offeror represents that the Offeror—

(1) Does not have any business operations with an authority of the Maduro regime or the government of Venezuela that is not recognized as the legitimate government of Venezuela by the United States Government; or

(2) Has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(End of provision)

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

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

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

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software

Documentation clause, or, if this solicitation contemplates a contract under the

Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research Program, the notification and identification requirements

do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

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

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

**DFARS 252.227-7028 - TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)**

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify—

(a) The contract number under which the data or software were produced;

(b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and

(c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

## **DFARS 252.235-7004 - PROTECTION OF HUMAN SUBJECTS (JUL 2009)**

(a) Definitions. As used in this clause—

(1) “Assurance of compliance” means a written assurance that an institution will comply with requirements of 32 CFR Part 219, as well as the terms of the assurance, which the Human Research Protection Official determines to be appropriate for the research supported by the Department of Defense (DoD) component (32 CFR 219.103).

(2) “Human Research Protection Official (HRPO)” means the individual designated by the head of the applicable DoD component and identified in the component’s Human Research Protection Management Plan as the official who is responsible for the oversight and execution of the requirements of this clause, although some DoD components may use a different title for this position.

(3) “Human subject” means a living individual about whom an investigator (whether professional or student) conducting research obtains data through intervention or interaction with the individual, or identifiable private information (32 CFR 219.102(f)). For example, this could include the use of human organs, tissue, and body fluids from individually identifiable living human subjects as well as graphic, written, or recorded information derived from individually identifiable living human subjects.

(4) “Institution” means any public or private entity or agency (32 CFR 219.102(b)).

(5) “Institutional Review Board (IRB)” means a board established for the purposes expressed in 32 CFR Part 219 (32 CFR 219.102(g)).

(6) “IRB approval” means the determination of the IRB that the research has been reviewed and may be conducted at an institution within the constraints set forth by the IRB and by other institutional and Federal requirements (32 CFR 219.102(h)).

(7) “Research” means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to generalizable knowledge. Activities that meet this definition constitute research for purposes of 32 CFR Part 219, whether or not they are conducted or supported under a program that is considered research for other purposes. For example, some demonstration and service programs may include research activities (32 CFR 219.102(d)).

(b) The Contractor shall oversee the execution of the research to ensure compliance with this clause. The Contractor shall comply fully with 32 CFR Part 219 and DoD Directive 3216.02, applicable DoD component policies, 10 U.S.C. 980, and, when applicable, Food and Drug Administration policies and regulations.

(c) The Contractor shall not commence performance of research involving human subjects that is covered under 32 CFR Part 219 or that meets exemption criteria under 32 CFR 219.101(b), or expend funding on such effort, until and unless the conditions of either the following paragraph (c)(1) or (c)(2) have been met:

(1) The Contractor furnishes to the HRPO, with a copy to the Contracting Officer, an assurance of compliance and IRB approval and receives notification from the Contracting Officer that the HRPO



has approved the assurance as appropriate for the research under the Statement of Work and also that the HRPO has reviewed the protocol and accepted the IRB approval for compliance with the DoD component policies. The Contractor may furnish evidence of an existing assurance of compliance for acceptance by the HRPO, if an appropriate assurance has been approved in connection with previous research. The Contractor shall notify the Contracting Officer immediately of any suspensions or terminations of the assurance.

(2) The Contractor furnishes to the HRPO, with a copy to the Contracting Officer, a determination that the human research proposed meets exemption criteria in 32 CFR 219.101(b) and receives written notification from the Contracting Officer that the exemption is determined acceptable. The determination shall include citation of the exemption category under 32 CFR 219.101(b) and a rationale statement. In the event of a disagreement regarding the Contractor's furnished exemption determination, the HRPO retains final judgment on what research activities or classes of research are covered or are exempt under the contract.

(d) DoD staff, consultants, and advisory groups may independently review and inspect the Contractor's research and research procedures involving human subjects and, based on such findings, DoD may prohibit research that presents unacceptable hazards or otherwise fails to comply with DoD procedures.

(e) Failure of the Contractor to comply with the requirements of this clause will result in the issuance of a stop-work order under Federal Acquisition Regulation clause 52.242-15 to immediately suspend, in whole or in part, work and further payment under this contract, or will result in other issuance of suspension of work and further payment for as long as determined necessary at the discretion of the Contracting Officer.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that may include research involving human subjects in accordance with 32 CFR Part 219, DoD Directive 3216.02, and 10 U.S.C. 980, including research that meets exemption criteria under 32 CFR 219.101(b). This clause does not apply to subcontracts that involve only the use of cadaver materials.

(End of clause)