



RFP: HQ0034-12-R-3129

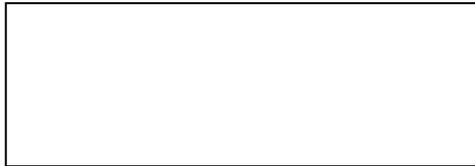
Remotely Piloted Aircraft

Issue Date: 10/24/2012

Due Date: November 7, 2012 at 2:00 EST

Julie Fox, Contract Specialist

Christopher Harris, Contracting Officer



This is a combined synopsis/solicitation issued in accordance with the streamlined procedures in FAR 12.6. The resultant contract will support remotely piloted aircraft in OUSDI, ISR.

**Remotely Piloted Aircraft (RPA) Capabilities for the
Office of the Under Secretary of Defense for Intelligence
Intelligence, Reconnaissance, and Surveillance Task Force (OUSD(I)/ISR TF)
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- (i) This is a combined synopsis/solicitation for commercial items prepared in accordance with FAR Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; proposals are being requested and a written solicitation will not be issued.
- (ii) The solicitation number is HQ0034-12-R-3129. This solicitation is issued as a Request for Proposal (RFP).
- (iii) The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2005-61.
- (iv) This solicitation is a 100% set-aside for Service Disabled Veteran Owned Small Business concerns. The NAICS code for this procurement is 541330, Engineering Services. The small business size standard for this NAICS code is \$14,000,000.
- (v) Contract line item numbers (CLINs), quantities, and units of measure are included in the solicitation.
- (vi) The Government requires Subject Matter Experts (SMEs) in the following RPA Capabilities: MQ-1 Predator, MQ-9 Reaper, RQ-4 Global Hawk, and RPA Command and Control. The RPA Capabilities Team will assist the ISR Task Force and the RPA Capabilities Division (AF/A2CU) in the functional management, capability development, and planning of the RPA force. This includes technical support to the broader management of ISR platforms, sensors, their associated Processing, Exploitation, Dissemination (PED) and communication architectures, as well as the development and fielding of RPA ISR capability. The RPA Capabilities Team will be responsible for supporting the ISR TF and AF/A2C in their missions to provide ISR and RPA capabilities supporting COCOM and theater requirements.
- (vii) The period of performance is expected begin NLT December 1, 2012. The contract is for a 12-month base period and three 12-month option periods. The place of delivery is contained herein. Services are inspected and accepted at the Government facility. If there is any equipment, it is always FOB destination.
- (viii) The provision at Federal Acquisition Regulation (FAR) 52.212-1, Instructions to Offerors – Commercial Items, applies to this acquisition.
- (ix) The provision at FAR 52.212-2, Evaluation -- Commercial Items is included.
- (x) Offerors shall include a completed copy of the provision at FAR 52.212-3 Alt I, FAR 52.209-7, DFARS252.209-7999, and DFARS 252.212-7000, with its offer.
- (xi) The clause at FAR 52.212-4, Contract Terms and Conditions -- Commercial Items, applies to this acquisition.

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- (xii) The clause at FAR 52.212-5, Contract Terms and Conditions Required To Implement Statutes Or Executive Orders -- Commercial Items, applies to this acquisition.
- (xiii) Additional Department of Defense terms and conditions terms and condition for the acquisition of commercial items apply.
- (xiv) This is not a Defense Priorities and Allocations System (DPAS) rated order.
- (xv) **Offers are due no later than November 7, 2012 at 2:00 PM EST.** Offers shall be emailed to:
- Julie Fox
Contract Specialist
Tel: 703-545-1257
Email: julie.fox@whs.mil
- Chris Harris
Contracting Officer
Tel: 703-545-3573
Email: chris.harris@whs.mil
- (xvi) Offerors shall submit questions/clarifications to Julie Fox at julie.fox@whs.mil and copy (cc) Chris Harris at chris.harris@whs.mil. Before preparing a proposal, or requesting a clarification on this solicitation, offerors should first read the solicitation in its entirety. Questions that are vague, illegible, or irrelevant to the solicitation, or submitted after the cutoff date established may not receive a response. **Questions are due no later than October 29, 2012 at 2:00 PM EST.**
- (xvii) All amendments to this solicitation will be posted on the FedBizOpps at www.fbo.gov. The amendments are linked to the solicitation at this site. Amendments will NOT be posted in any other location other than at www.fbo.gov.
- (xviii) This solicitation is being issued Subject to the Availability of Funds (STAF).

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Section B – Schedule of Supplies & Services

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Base Period – RPA Capabilities Support FFP The contractor shall provide RPA Capabilities support services as delineated in the attached Performance Work Statement.	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Base Period – Travel COST All travel shall be approved in advance by the COR and billed in accordance with FAR 31.205-46 “Travel Costs”.	1	Lot		

ESTIMATED COST **\$40,000.00**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	Option Period One – RPA Capabilities Support FFP The contractor shall provide RPA Capabilities support services as delineated in the attached Performance Work Statement.	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002	Option Period One – Travel COST All travel shall be approved in advance by the COR and billed in accordance with FAR 31.205-46 “Travel Costs”.	1	Lot		

ESTIMATED COST **\$40,000.00**

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	Option Period Two – RPA Capabilities Support FFP The contractor shall provide RPA Capabilities support services as delineated in the attached Performance Work Statement.	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002	Option Period Two – Travel COST All travel shall be approved in advance by the COR and billed in accordance with FAR 31.205-46 “Travel Costs”.	1	Lot		

ESTIMATED COST **\$40,000.00**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001	Option Period Three – RPA Capabilities Support FFP The contractor shall provide RPA Capabilities support services as delineated in the attached Performance Work Statement.	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002	Option Period Three – Travel COST All travel shall be approved in advance by the COR and billed in accordance with FAR 31.205-46 “Travel Costs”.	1	Lot		

ESTIMATED COST **\$40,000.00**

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Section C – Performance Work Statement

1.0 BACKGROUND. The ISR TF oversees the rapid procurement and integration of ISR capability to US Central Command (CENTCOM) and US Special Operations Command (SOCOM). This includes the deployment, employment, and evaluation of ISR TF capabilities in the CENTCOM theater of operations. Support is required to provide the proper integration of these ISR systems in order to provide immediate impact to combat operations in Afghanistan. The RPA Capabilities Division (AF/A2CU) supports the ISR TF in its mission as the HAF lead for ISR and unmanned aircraft capabilities employed by the Air Force. The RPA Capabilities Division serves as the Headquarters Department of the Air Force (HAF's) primary RPA coordination point with DoD, Congressional, COCOM, and MAJCOM staffs on RPA ISR force issues. As the HAF functional manager of RPA ISR capabilities, AF/A2CU ensures consistency of effort by working inside HAF normal processes with DCSs, other HAF agencies, Office of the Secretary of Defense (OSD), ISR TF, Joint Staff, and AF MAJCOMs to provide AF ISR forces and assets to combatant commanders. AF/A2CU works with the OSD, the Office of Director of National Intelligence (ODNI), and Intelligence Community authorities to translate higher level guidance into Service specific policy and guidance on the utilization of RPA. AF/A2CU supports the HAF and the ISR TF in monitoring the performance and effectiveness of emerging and fielded unmanned assets and furnishes subject matter expertise to forums on RPA and Small Unmanned Aircraft System (SUAS) applications to enhance/expand ground and airborne ISR system/sensor capabilities. AF/A2CU provides critical support to both Joint and OSD staffs in the formulation of solutions to a wide range of RPA and ISR issues affecting RPA global force employment and contingency response. This support includes critical RPA technical and capability assessments and development and coordination of OUSD(I) and Joint Staff RPA issues and emerging requirements.

2.0 OBJECTIVE/SCOPE. The RPA Capabilities A&AS Team will assist the ISR TF and AF/A2CU in the functional management and capability development and planning of the Air Force's RPA force. This includes technical support to the broader management of ISR platforms, sensors, their associated Processing, Exploitation, Dissemination (PED) and communication architectures, as well as the development and fielding of RPA ISR capability. The RPA Capabilities A&AS Team supports the ISR TF and AF/A2C in their missions to provide ISR and RPA capabilities supporting COCOM, theater and MAJCOM requirements.

3.0 TASKS. The following comprise the expected tasks, subtasks, and principal focus of the RPA Capabilities A&AS Team subject matter experts (SMEs) and support personnel. Daily work priority will generally be determined by AF/A2CU. Tasks associated with the ISR TF's near-term capabilities development and fielding will generally have priority over other AF/A2CU near-term ISR capability tasking, with the exception of SECDEF, SECDEF, and CSAF time critical tasks. The RPA Capabilities A&AS Team's expertise will be applied to ISR TF

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critical and time-sensitive tasks including the rapid identification and fielding of RPA technologies and capabilities as well as advanced sensors and payloads that provide near-term utility for military use beyond current missions. Specifically, the RPA Capabilities A&AS Team will directly support AF/A2CU and the ISR TF by providing expertise and support for the following high demand ISR platforms and systems: MQ-1 Predator, MQ-9 Reaper, RQ-4 Global Hawk, and Small Unmanned Aircraft Systems (SUAS); and their ancillary and integrated ISR sensors and associated command and control systems.

4.1. The contractor shall function as MQ-1 Predator SME (Government Estimate: 1 FTE):

4.1.1. Support government oversight of programs, processes, operations, exercises and other activities.

4.1.2. Provide recommendations based on research, analyses, risk assessments, and review of concepts, staff packages and other reports assessments based on current agency personnel and equipment.

4.1.3. Provide expert support to government personnel in various forums and meetings.

4.1.4. Support drafting and the coordination through senior leaders of staff packages for review and approval.

4.1.5. Support the creation of issue/point papers, reports, publications, and other documents.

4.1.6. Build and present briefings. Rapidly research past decisions and guidance, technical details, and stakeholder positions. Prepare cogent slides that are appropriate to present to senior leaders.

4.1.7. Set up, prepare, facilitate, and provide post-event minutes and summaries for action officer, executive, and Congressional level hearings, meetings, seminars, conferences, boards and related activities.

4.1.8. Support HQ AF/A2C:

4.1.8.1. Support HQ USAF/A2C in its mission as the HAF lead for ISR RPA and SUAS capabilities.

4.1.8.2. Serve as senior subject matter expert for AF/A2CU MQ-1 Functional Manager.

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4.1.8.3. Work with the offices of OSD, ODNI, ISR TF, and other intelligence community authorities to translate higher level guidance into recommendations for Service-specific policy and guidance on the utilization of the MQ-1 Predator.

4.1.8.4. Monitor the performance and effectiveness of the Air Force's MQ-1 fleet and serve as SME for the AF/A2CU focal point to forums regarding MQ-1 applications to enhance and expand ground and airborne ISR systems and sensor capabilities.

4.1.8.5. Serve as senior SME to the primary AF/A2CU liaison between SAF/AQIJ, AF/A8PI, ACC/A3C, ACC/A8Q/Y, AFSOC/A5K, JS/J8, OUSD (AT&L), OUSD(I), and other Services providing detailed actionable strategic recommendations and deliverables on matters concerning MQ-1 capabilities planning, technology assessment, programming and prioritization.

4.1.8.6. Serve as senior advisor to primary AF/A2CU interface with Congressional staffs to provide information concerning Air Force remotely piloted ISR forces and assets.

4.1.8.7. Identify and develop recommended standards, procedures, policy, and enabling technology necessary to maximize MQ-1 capabilities in contested and non-contested airspace supporting emerging COCOM and service requirements.

4.1.8.8. Provide MQ-1 planning and programming expertise in the areas of Medium Altitude RPA program management, test and evaluation, CONOP and doctrine development, participation and review requirement development and technology transition.

4.1.8.9. Serve as senior advisor to A2CU liaison with ACC, AFSOC, ANG, AFRC and other stakeholders, assessing and making recommendations for MQ-1 technology planning and road-mapping.

4.1.8.10. Develop presentations and briefings through senior leaders to support programmatic actions and technology outreach for the Air Force's MQ-1 fleet.

4.1.8.11. Provide expert strategic assessments of current and planned MQ-1 programs and Joint Concept Technology Demonstrations (JCTDs) for possible transition to service program of records.

4.1.8.12. Evaluate MQ-1 program issues and develops recommendations to resolve substantive DOD, Joint Staff, and COCOM issues of providing increased ISR effectiveness and efficiency.

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The minimum requirements are for the MQ-1 SME are as follows (all minimum requirements must be met):

- Bachelor's Degree from accredited college or university
- ten years experience supporting the MQ-1 ISR platforms and systems or their ancillary and integrated ISR sensors and associated command and control systems;
- five (5) years of Joint Capability Integrated Development (JCID) process experience to support government oversight of programs, processes, operations, exercises and other activities;
- five (5) years of experience planning and programming experience with Medium Altitude RPA program management, test and evaluation, CONOP and doctrine development, participation and review requirement development and technology transition;
- five (5) years of experience interfacing with Congressional staffs to provide information concerning Air Force remotely piloted ISR forces and assets;
- five (5) years of Air/Joint/OSD Staff Experience that demonstrates the ability to analyze complex RPA issues and developed recommendations for USAF and OSD senior leadership;
- and five (5) years of Technical experience with planning/identification of future MQ-1, requirements for electromagnetic spectrum capabilities and requirements.

In addition, to the aforementioned minimum requirements the successful candidate must demonstrate the following:

- Demonstrated technical expertise and systems knowledge needed to address DoD critical and time-sensitive issues regarding rapid identification and fielding of RPA technologies and capabilities (advanced sensors, payloads, BMC2, communications) that provide near term utility for military use beyond current missions.
- Specialized RPA knowledge and expertise that can provide viable, informed recommendations to Air Staff, Joint Staff, OSD, OSD(I) etc regarding RPA contingency technical and capability assessments, CONOPS and CONEMP development. Recommendations will be used to scope emerging DoD operational utilization.

4.2 The contractor shall function as MQ-9 Reaper SME:

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- 4.2.1. Support government oversight of programs, processes, operations, exercises and other activities.
- 4.2.2. Provide recommendations based on research, analyses, risk assessments, and review of concepts, staff packages and other reports. Recommend future strategic assessments based on current agency personnel and equipment.
- 4.2.3. Provide expert support to government personnel in various forums and meetings.
- 4.2.4. Support drafting and the coordination through senior leaders of staff packages for review and approval.
- 4.2.5. Support the creation of issue/point papers, reports, publications, and other documents.
- 4.2.6. Build and present briefings. Be able to rapidly research past decisions and guidance, technical details, and stakeholder positions then prepare cogent slides that are appropriate to present to senior leaders.
- 4.2.7. Set up, prepare, facilitate, and provide post-event minutes and summaries for action officer, executive, and Congressional level hearings, meetings, seminars, conferences, boards and related activities.
- 4.2.8. Support HQ AF/A2C:
 - 4.2.8.1. Support HQ AF/A2C in its mission as the HAF lead for ISR, RPA and SUAS capabilities.
 - 4.2.8.2. Serve as senior subject matter expert for AF/A2CU MQ-9 FAM.
 - 4.2.8.2. Work with OSD, ODNI, and other intelligence community authorities to translate higher level guidance into recommendations for Service-specific policy and guidance on the utilization of the MQ-9.
 - 4.2.8.3. Monitor the performance and effectiveness of the Air Force's MQ-9 fleet and serve as the senior SME for AF/A2CU focal point to forums regarding MQ-9 applications to enhance and expand ground and airborne ISR systems and sensor capabilities.
 - 4.2.8.4. Serve as the senior SME to the primary AF/A2CU liaison between SAF/AQIJ, AF/A8PI, ACC/A3C, ACC/A8Q/Y, AFSOC/A5K, JS/J8, OUSD(AT&L), OUSD(I), and other Services providing detailed actionable

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strategic recommendations and deliverables on matters concerning MQ-9 capabilities planning, technology assessment, programming, and prioritization.

4.2.8.5. Serve as senior advisor to primary AF/A2CU interface with Congressional staffs to provide information concerning Air Force medium altitude remotely piloted ISR forces and assets.

4.2.8.6. Identify and develop recommended standards, procedures, policy, and enabling technology necessary to maximize MQ-9 capabilities in contested and non-contested airspace supporting emerging COCOM and service requirements.

4.2.8.7. Provide MQ-9 planning and programming expertise in the areas of Medium Altitude RPA program management, test and evaluation, CONOP and doctrine development, participation and review requirement development and technology transition.

4.2.8.8. Senior advisor to the AF/A2CU liaison with ACC, AFSOC, ANG, AFRC, and other stakeholders, assessing and making recommendations for MQ-9 technology planning and road-mapping.

4.2.8.9. Develop presentations and briefings through senior leaders to support programmatic actions and technology outreach for the Air Force's MQ-9 fleet.

4.2.8.10. Provides expert strategic assessments of current and planned MQ-9 programs and Joint Concept Technology Demonstrations (JCTDs) for possible transition to service program of records.

4.2.8.11. Evaluate MQ-9 program issues and develops recommendations to resolve substantive DOD, Joint Staff, and COCOM issues of providing increased ISR effectiveness and efficiency.

The minimum requirements are for the MQ-9 SME are as follows (all minimum requirements must be met):

- Bachelor's Degree from accredited college or university;
- ten years experience supporting the MQ-9 ISR platforms and systems or their ancillary and integrated ISR sensors and associated command and control systems;
- five (5) years of Joint Capability Integrated Development (JCID) process experience to support government oversight of programs, processes, operations, exercises and other activities;

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- five (5) years of experience planning and programming experience with Medium Altitude RPA program management, test and evaluation, CONOP and doctrine development, participation and review requirement development and technology transition;
- five (5) years of experience interfacing with Congressional staffs to provide information concerning Air Force remotely piloted ISR forces and assets;
- five (5) years of Air/Joint Staff Experience that demonstrates the ability to analyze complex RPA issues and developed recommendations for USAF and OSD senior leadership;
- and five (5) years of Technical experience with planning/identification of future MQ-9, requirements for electromagnetic spectrum capabilities and requirements.

In addition, to the aforementioned minimum requirements the successful candidate must demonstrate the following:

- Demonstrated technical expertise and systems knowledge needed to address DoD critical and time-sensitive issues regarding rapid identification and fielding of RPA technologies and capabilities (advanced sensors, payloads, BMC2, communications) that provide near term utility for military use beyond current missions.
- Specialized RPA knowledge and expertise that can provide viable, informed recommendations to Air Staff, Joint Staff, OSD, OSD(I) etc regarding RPA contingency technical and capability assessments, CONOPS and CONEMP development. Recommendations will be used to scope emerging DoD operational utilization.

4.3. The contractor shall function as RQ-4 Global Hawk SME:

4.3.1. Support government oversight of programs, processes, operations, exercises, and other activities.

4.3.2. Provide recommendations based on research, analyses, risk assessments, and review of concepts, staff packages and other reports. Recommend future strategic assessments based on current agency personnel and equipment.

4.3.3. Provide expert support to government personnel in various forums and meetings.

4.3.4. Support drafting and the coordination through senior leaders of staff packages for review and approval.

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4.3.5. Support the creation of issue and point papers, reports, publications, and other documents.

4.3.6. Build and present briefings. Be able to rapidly research past decisions and guidance, technical details, and stakeholder positions then prepare cogent slides that are appropriate to present to senior leaders.

4.3.7. Set up, prepare, facilitate, and provide post-event minutes and summaries for action officer, executive, and Congressional level hearings, meetings, seminars, conferences, boards and related activities.

4.3.8 Support HQ AF/A2C:

4.3.8.1. Support HQ AF/A2C in its mission as the HAF for ISR, RPA and SUAS capabilities.

4.3.8.2. Serve as senior SME for AF/A2CU RQ-4 FAM.

4.3.8.3. Work with OSD, ODNI, and other intelligence community authorities to translate higher level guidance into recommendations for Service-specific policy and guidance on the utilization of the RQ-4.

4.3.8.4. Monitor the performance and effectiveness of the Air Force's RQ-4 fleet and serve as the senior SME for AF/A2CU focal point to forums regarding RQ-4 applications to enhance and expand ground and airborne ISR systems and sensor capabilities.

4.3.8.5. Serve as the senior SME for the primary AF/A2CU liaison between SAF/AQIJ, AF/A8PI, ACC/A3C, ACC/A8Q/Y, JS/J8, OSD(AT&L), OUSD(I), and other Services providing detailed actionable strategic recommendations and deliverables on matters concerning RQ-4 capabilities planning, technology assessment, programming and prioritization.

4.3.8.6. Serve as senior advisor to primary AF/A2CU interface with Congressional staffs to provide information concerning Air Force high altitude remotely piloted ISR forces and assets.

4.3.8.7. Identify and develop recommended standards, procedures, policy, and enabling technology necessary to maximize RQ-4 capabilities in contested and non-contested airspace supporting emerging COCOM and service requirements.

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4.3.8.8. Provides RQ-4 planning and programming expertise in the areas of high-altitude RPA program management, test and evaluation, CONOP and doctrine development, participation and review requirement development and technology transition.

4.3.8.9. Senior SME for AF/A2CU liaison with Air Force MAJCOMS, COCOMS and other stakeholders, assessing and making recommendations for RQ-4 technology planning and road-mapping.

4.3.8.10. Develop presentations and briefings through senior leaders to support programmatic actions and technology outreach for the Air Force's RQ-4 fleet.

4.3.8.11. Provide expert strategic assessments of current and planned RQ-4 programs and JCTDs for possible transition to service program of records.

4.3.8.12. Evaluate RQ-4 program issues and develops recommendations to resolve substantive DOD, Joint Staff, and COCOM issues of providing increased ISR effectiveness and efficiency.

4.3.8.13. Assist government lead in managing the acceleration of the Global Hawk Block 40 program whose purpose is to coordinate among USAF, COCOM and OSD agencies to ensure a smooth entry of this capability into the respective missions.

4.3.8.14. Key senior SME for of all RQ-4 Requirements High Performance Teams (HPT), drafting JCIDS documents to support acquisition milestones.

The minimum requirements are for the RQ-4 Global Hawk SME are as follows (all minimum requirements must be met):

- Bachelor's Degree from accredited college or university;
- ten years experience supporting the RQ-4 ISR platforms and systems or their ancillary and integrated ISR sensors and associated command and control systems;
- five (5) years of Joint Capability Integrated Development (JCID) process experience to support government oversight of programs, processes, operations, exercises and other activities;
- five (5) years of experience planning and programming experience with High Altitude RPA program management, test and evaluation, CONOP and doctrine development, participation and review requirement development and technology transition;

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- five (5) years of experience Experience interfacing with Congressional staffs to provide information concerning Air Force remotely piloted ISR forces and assets;
- five (5) years of Air/Joint/OSD Staff Experience that demonstrates the ability to analyze complex RPA issues and developed recommendations for USAF and OSD senior leadership;
- and five (5) years of Technical experience with planning/identification of future RQ-4, requirements for electromagnetic spectrum capabilities and requirements.

In addition, to the aforementioned minimum requirements the successful candidate must demonstrate the following:

- Demonstrated technical expertise and systems knowledge needed to address DoD critical and time-sensitive issues regarding rapid identification and fielding of RPA technologies and capabilities (advanced sensors, payloads, BMC2, communications) that provide near term utility for military use beyond current missions.
- Specialized RPA knowledge and expertise that can provide viable, informed recommendations to Air Staff, Joint Staff, OSD, OSD(I) etc regarding RPA contingency technical and capability assessments, CONOPS and CONEMP development. Recommendations will be used to scope emerging DoD operational utilization.

4.4. The contractor shall function as Remotely Piloted Aircraft Command and Control SME:

- 4.4.1. Support government oversight of RPA and SUAS programs, processes, operations, exercises and other activities related to RPA communications architecture
- 4.4.2. Provide recommendations based on research, analyses, risk assessments, and review of concepts, staff packages and other reports. Recommend future strategic assessments based on current agency personnel and equipment.
- 4.4.3. Provide expert support to government personnel in various forums and meetings.
- 4.4.4. Support drafting and the coordination through senior leaders of staff packages for review and approval.
- 4.4.5. Support the creation of issue and point papers, reports, publications, and other documents.

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4.4.6. Build and present briefings. Be able to rapidly research past decisions and guidance, technical details, and stakeholder positions then prepare cogent slides that are appropriate to present to senior leaders.

4.4.7. Set up, prepare, facilitate, and provide post-event minutes and summaries for action officer, executive, and Congressional level hearings, meetings, seminars, conferences, boards and related activities.

4.4.8. Support HQ AF/A2C:

4.4.8.1. Support HQ USAF/A2C in its mission as the HAF for ISR and RPA capabilities.

4.4.8.2. Serves as senior SME for AF/A2CU MQ-1, MQ-9. RQ-4 and SUAS FAM senior Line of Sight (LOS) and Beyond LOS C2.

4.4.8.3. Senior advisor for planning/identification of future MQ-1, MQ-9, RQ-4, and SUAS requirements for electromagnetic spectrum capabilities and requirements.

4.4.8.4. Senior advisor to AF representative to the OSD Frequency and Bandwidth Integrated Product Team (IPT). Provide supporting information regarding AF RPA spectrum plans.

4.4.8.5. Coordinates with MAJCOMs, Program Offices, COCOM Spectrum Managers, and AF Spectrum Management Office on migration plans for current and future RPAs.

4.4.8.6. Serve as AF SME in support of OSD Interoperability IPT, and satellite communications SME, leading development and modifications to MQ-1 and MQ-9 RPA satellite transmission standards across Joint community. Provide subject matter expertise for development of Unmanned System Interoperability Profiles (USIPs) covering such key areas as line-of-sight full motion video, bandwidth efficient common data link, wide area sensor, and weapons interfaces.

4.4.8.7. Coordinate with other Service and OSD representatives and with key AF technical experts at MAJCOMs, SPOs, and Research Laboratories to make recommendations that enable interoperability beyond line of sight.

4.4.8.8. Review USIPs for accuracy and coordinate their review across key AF offices.

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4.4.8.9. Primary senior SME and AF RPA point of contact for current and emerging family of specifications of the common data link (CDL). Attends Joint CDL Working IPT meetings and coordinates with AF CDL Lead agency (AFISRA) on AF's CDL roadmap and recommends projects and plans that support AF interoperability across the joint warfighting community.

4.4.8.10. Develop recommended concepts and plans for furthering and improving AF ISR Enterprise interoperability to include organizational and process changes and action needed. Work closely with CDL Executive Agent to understand new CDL initiatives and their impact on AF programs.

4.4.8.11. Senior SME for AF Lead SME for RPA Encryption supporting MQ-1, MQ-9, RQ-4, and SUAS.

4.4.8.12. Orchestrate AF RPA Encryption Working Group to include establishing recurring VTCs, developing necessary technical and process briefings, identifying potential problems areas and proposes action items and recommending plans to mitigate.

4.4.8.13. Liaison with other HAF, MAJCOM, SPO offices with the Cryptographic Systems Group, and with Industry to recommendations that ensure all actions and equipment will be developed in a timely manner to include cryptographic systems and key management plans.

4.4.8.14. Senior SME for HAF functional lead for SUAS Data Link and Encryption Initiative and focal point for Secure Micro Digital Data Link (SMDDL), an AFRL and Draper Labs initiative, supported by AFSOC, to develop an light weight, NSA approved Type 1 cryptographic solution for Secret and below data that allows for over-the-air-rekeying, is disposable, and combined with a network enable data link supporting size, weight, and power (SWaP) constrained RPAs.

4.4.8.15. Senior SME for AF RPA Capabilities Division lead for RPA satellite communications for MQ-1, MQ-9, RQ-4, and SUAS.

4.4.8.16. Interact with AFSPC and SMC SATCOM POCs, and ACC and AFSOC RPA requirements offices to capture RPA SATCOM needs for current and future operations.

4.4.8.17. Coordinate with SAF/A6, AF/A2, SAF/AQ staffs to recommend RPA Long Haul communications architectures.

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4.4.8.18. Assists AF/A2CU with AF position development regarding lead command and SPO; help develop and coordinate positions for CORONA.

4.4.8.19. Senior SME on long endurance RPA communications capability and studies.

4.4.8.20. Develop analysis and briefings and writes white papers as needed to articulate recommended long endurance RPA communications capability; work with SAF/AQRT and with research agencies to include DARPA, MIT Lincoln Labs, Johns Hopkins, Rand Corporation, and Industry to identify technology opportunities to support long endurance communications needs supporting the warfighter.

4.4.8.21. Develop recommendations and coordinate communications sections in support of the AF RPA Vector.

4.4.8.22. Develop recommended communications goals and objectives, identify interconnections and timelines for developing and implementing RPA communications capability, and assists with synchronizing across DOTMLPF.

The minimum requirements are for the RPA Command & Control SME are as follows (all minimum requirements must be met):

- Bachelor's Degree from accredited college or university;
- ten years experience that demonstrates a comprehensive knowledge and understanding of RPA Global Communications architectures, systems, and associated command and control (C2) systems and relationships
- five (5) years of Joint Capability Integrated Development (JCID) process experience to support government oversight of programs, processes, operations, exercises and other activities;
- five (5) years of experience planning and programming experience with Medium and High Altitude RPA communications, C2, test and evaluation, CONOP and doctrine development, participation and requirements development and technology transition;
- five (5) years of experience interfacing with Congressional staffs to provide information concerning Air Force RPA and SUAS C2 system operations remotely piloted ISR forces and assets;
- five (5) years of Air/Joint/OSD Staff Experience that demonstrates the ability to analyze complex RPAC2 issues and develop recommendations for USAF and OSD senior leadership;

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- and five (5) years of Technical experience with planning/identification of future RPA and SUAS , requirements for electromagnetic spectrum capabilities and requirements.

In addition, to the aforementioned minimum requirements the successful candidate must demonstrate the following:

- Demonstrated technical expertise and systems knowledge needed to address DoD critical and time-sensitive issues regarding rapid identification and fielding of RPA technologies and capabilities (advanced sensors, payloads, BMC2, communications) that provide near term utility for military use beyond current missions.
- Specialized RPA C2 knowledge and expertise that can provide viable, informed recommendations to Air Staff, Joint Staff, OSD, OSD(I) etc regarding RPA contingency technical and capability assessments, CONOPS and CONEMP development. Recommendations will be used to scope emerging DoD operational utilization.

5.0 Deliverable(s): The Contractor shall provide task order deliverable(s) in a format mutually agreed upon by the Government and the Contractor. The COR and the CO may require copies of listed deliverables when and as requested/appropriate. (All deliverables become the Government’s sole property and can be distributed to others as the Government deems necessary. The contractor retains no ownership rights in any deliverables and cannot share or distribute the information to persons outside the Government).

Support Area	Title	Delivery Date/Description
Analysis, Evaluation, Studies and Recommendations 4.1, 4.2, 4.3, 4.4, 4.5 Includes all applicable sub-tasks	Analyze, conduct reviews, provide recommendations and insights on the development & implementation of DOD Strategic Guidance impacting RPA/ISR. Coordinate on CONOPS, CONEMPs, TTPs, test/evaluation reports, and other similar products to maximize UAS utility.	As Required
Develop Briefings, Plans, Issue/Point Papers, Reports or Publications 4.1, 4.2, 4.3, 4.4, 4.5 Includes all applicable sub-tasks	Prepare, coordinate & present professional briefings and other forms of documents for seminars, working groups, conferences, congressional and media inquiries, and other A2C related activities	As Required

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Budget Development and Justification 4.1, 4.2, 4.3, 4.4 Includes all applicable sub-tasks	Provide various forms of documents for UAS program validation and justification-- existing and future UAS programs (end-to-end: aircraft, sensors, payloads, weapons, ground control stations, C2 links, communications architecture and TPED.	As Required
Data Gathering and Analysis 4.1, 4.2, 4.3, 4.4 Includes all applicable sub-tasks	Gather data from across the DoD and industry, and from recent studies and analyze the needs/benefits and provide recommendations	As Required
Planning, Requirements Analyses, Technical Assessments and Program Reviews 4.1, 4.2, 4.3, 4.4 Includes all applicable sub-tasks	Develop required documentation for implementation of SECDEF and SECAF directed operations, research, development and acquisition, and sustainment activities.	As Required
Planning, Requirements Analyses, Technical Assessments and Program Reviews 4.1, 4.2, 4.3, 4.4 Includes all applicable sub-tasks	Provide required documents in support of development and proposal of solutions for RPA/UAS C2. Identify future UAS requirements.	As Required
Plan, Organize, & Facilitate Meetings, Working Groups, Seminars, Conferences and Other Related Activities 4.1, 4.2, 4.3, 4.4 Includes all applicable sub-tasks	Develop activity plans relating to the specific event and coordinate related actions as required/applicable to related meetings, etc.	As Required
Trip Reports 4.1, 4.2, 4.3, 4.4 Includes all applicable sub-tasks	Trip Reports	Provide report within 5 Working Days of return

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Table 2 - Services Summary		
Performance Objective	PWS Paragraph	Performance Threshold
SS1: Support government oversight of programs, processes, operations, exercises and other activities	4.1, 4.2, 4.3, 4.4 Includes all applicable sub-tasks	Scheduled Reports and Tasks meet deadlines - 100% compliance. Compliant with PWS requirements by required due dates- no more than two requested extensions per month. Document Quality: 90% accuracy and completeness of drafts. 100% resolution of all issues, accuracy and completeness of final draft.
SS2: Provide recommendations and propose solutions based on research, analyses, risk assessments, and review of concepts, staff packages and other reports	4.1, 4.2, 4.3, 4.4 Includes all applicable sub-tasks	Scheduled Reports and Tasks meet deadlines - 100% compliance. Compliant with PWS requirements by required due dates- no more than two requested extensions per month. Document Quality: Multiple Revisions may be required—100% turn-in of requested documents 90% accuracy and completeness of drafts. 100% resolution of all issues, accuracy and completeness of final draft. Documents must be in compliance with local policy and Tongue and Quill Guidelines. Documents need to be suitable for senior executive level review and action.
SS3: Provide all required reports, analyses, briefings, and other related documents as outlined in the PWS	4.1, 4.2, 4.3, 4.4 Includes all applicable sub-tasks	Compliant with PWS requirements by required due dates- no more than two requested extensions per month. Document Quality: Multiple Revisions may be required—100% turn-in of requested documents 90% accuracy and completeness of drafts. 100% resolution of all issues, accuracy and completeness of final draft. Documents must be in compliance with local policy and Tongue and Quill Guidelines.

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		Documents and presentations need to be suitable for senior executive level review and action.
SS4: Provide RPA & UAS support to govt personnel in various forums and meetings	4.1, 4.2, 4.3, 4.4 Includes all applicable sub-tasks	Zero (0) technical knowledge discrepancies with reports, analysis, and recommendations.
SS5: Prepare and facilitate events; provide post-event minutes and summaries within 5 business days	4.1, 4.2, 4.3, 4.4 Includes all applicable sub-tasks	No more than three (3) substantiated errors in event planning, execution, post-event minutes.

Section D – Packaging and Markings

All deliverables shall be marked with the contractor’s name, contact information, date delivered, and contract number

Section E – Deliveries & Performance

E.1 All inspection and acceptance terms are contained in FAR 52.212-4 for firm-fixed-price CLINs.

E.2 Contractor Responsibility. The Contractor is responsible for the day-to-day inspection and monitoring of the Contractor work performed to ensure compliance with contract requirements. All work performed under this contract shall be of the highest quality and in keeping with the best practices of the industry.

E.3 Services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government

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Section F – Deliveries & Performance

F.1 Period of Performance. The period of performance for this contract will be a 12-month base period and three 12-month option periods.

F.2 Place of Performance. Work will be performed at the Pentagon, Arlington VA; Crystal City, VA; or other government sites within the National Capital Region. The standard workweek is Monday through Friday, except on Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government-directed facility closings. Actual hours vary from office to office within OUSD(I).

F.3 Recognized Holidays. Unless required under the terms of the contract or authorized by the contracting officer, the contractor shall not plan to work at a Government facility on any of the following Government observed legal holidays: New Year's Day, Labor Day, Martin Luther King Jr.'s Birthday, Columbus Day, President's Day, Veteran's Day, Memorial Day, Thanksgiving Day, Independence Day, and Christmas Day.

Section G – Contract Administrative Data

G.1 Submission of Invoices

WHS AD WAWF INVOICING INSTRUCTIONS (Apr 2010)

To implement DFARS 252.232-7003, "Electronic Submission of Payment Requests and Receiving Reports (March 2008)", Washington Headquarters Services, Acquisition Directorate (WHS/AD) utilizes WAWF to electronically process vendor requests for payment. The web based system is located at <https://wawf.eb.mil>, and allows government contractors and authorized Department of Defense (DoD) personnel to generate, capture, process and track invoice and acceptance documentation electronically. The contractor is required to utilize this system when submitting invoices and receiving reports under this contract. **Submission of hard copy DD250/Invoice/Public Vouchers (SF1034) is no longer permitted.**

The contractor shall ensure an Electronic Business Point of Contract is designated in Central Contractor Registration at <http://www.ccr.gov/> and register to use WAWF at <https://wawf.eb.mil> within ten (10) days after award of the contract or modification incorporating WAWF into the contract. Step by step instructions to register are available at <http://wawf.eb.mil>.

The contractor is directed to submit the following invoice type:

2-n-1 - Services Only, including Construction

****Do NOT use the WAWF Construction invoice type – it is not permitted for invoices paid in the MOCAS system**

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Back up documentation may be attached to the invoice in WAWF under the “Misc Info” tab. Fill in all applicable information under each tab.

With the exception of extensions, the following required information should automatically populate in WAWF; if it does not populate, or does not populate completely or correctly, enter the following information as noted:

Contract Number	TBD
Delivery Order	n/a
Pay DoDAAC	HQ0347
Issue By DoDAAC	HQ0034
Admin By DoDAAC	HQ0034
Inspect By DoDAAC/Extension	HQ0208
Service Acceptor DODAAC/Extension <u>or</u> Ship to DODAAC/Extension <u>or</u> Service Approver DODAAC/Extension <u>or</u> Grant Approver DODAAC/Extension	HQ0034/OSDTM2
DCAA Auditor DODAAC/Extension	
LPO DODAAC	Leave Blank

The Contractor shall verify that the DoDAACs automatically populated by the WAWF system match the above information. If these DoDAACs do not match then the contractor shall correct the field(s) and notify the contracting officer of the discrepancy (ies).

The Contractor will need to enter a Shipment (or Voucher) Number in a specific format.

- The correct format for a shipment number for MOCAS invoices is AAAXNNN where A = alpha, X = alphanumeric and N = numeric characters, followed by a “Z” suffix if it is a final invoice. (e.g. SER0001, BVN0002Z, SERA003)
- WAWF will affix the prefix “SER” for 2-in-1 invoices and prefix “BVN” for cost vouchers to the Shipment (or Voucher) Number fields. For Combo documents, the contractor may enter their own three letter prefixes.

Take special care when entering Line Item information. The Line Item tab is where you will detail your request for payment and material/services that were provided based upon the contract. Be sure to fill in the following items exactly as they appear in the contract:

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- **Item Number**: If the contract schedule has more than one ACRN listed as sub items under the applicable Contract Line Item Number (CLIN), use the 6 character, separately identified Sub Line Item Number (SLIN) (e.g. – 0001AA) or Informational SLIN (e.g. – 000101), otherwise use the 4 character CLIN (e.g. – 0001).
- **Unit Price**
- **Unit of Measure**
- **ACRN**: Fill-in the applicable 2 alpha character ACRN that is associated with the CLIN or SLIN.

Note – DO NOT INVOICE FOR MORE THAN IS STILL AVAILABLE UNDER ANY CLIN/SLIN/ACRN.

Before closing out of an invoice session in WAWF but after submitting your document or documents, the contractor will be prompted to send additional email notifications. Contractor shall click on “Send More Email Notification” on the page that appears. Add the following email address michael.olsen@osd.mil in the first email address block and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that all appropriate persons are aware that the invoice documents have been submitted into the WAWF system.

If you have any questions regarding WAWF, please contact the WAWF Help Desk at 1-866-618-5988.

G.2 Contracting Officer's Representative (COR). The COR shall be the focal point for all contract administration matters related to performance of this PWS. Only the Contracting Officer can make changes to the contract or this PWS, and any such changes are not effective unless directed in writing by the Contracting Officer. The initial COR for this contract is:

LtCol Michael Olsen
OUSD(I)/ISR Task Force
michael.olsen@osd.mil

The contractor will be notified in writing concerning the replacement of the COR for this contract. Subsequent CORs will be appointed in writing and a copy of the appointment letter will be provided to the contractor.

The COR is NOT authorized to take any direct or indirect actions or make any commitments that will result in changes to price, quantity, quality, schedule, place of performance, delivery or any other terms or conditions of the written contract.

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The Contractor is responsible for promptly providing written notification to the Contracting Officer if it believes the COR has requested or directed any change to the existing contract. No action shall be taken by the Contractor for any proposed change to the contract until the Contracting Officer has issued a written directive or written modification to the contract. The Government will not accept and is not liable for any alleged change to the contract unless the change is included in a written contract modification or directive signed by the Contracting Officer.

If the Contracting Officer has designated an Alternate COR (ACOR), the ACOR may act only in the absence of the COR (due to such reasons as leave, official travel, or other reasons for which the COR is expected to be gone and not readily accessible for the day).

COR authority IS NOT delegable.

G.3 Points of Contact

COR: LtCol Michael Olsen
Tel: 703-604-1867
Email: michael.olsen@osd.mil

Contract Specialist : Julie Fox
Tel: 703-545-1257
Email: julie.fox@whs.mil

Contracting Officer: Christopher Harris
Tel: 703-545-3573
Email: chris.harris@whs.mil

Contractor: TBD

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Section H – Special Contract Requirements

H.1 Pricing under FAR 52.217-8

In the event the Government exercises its unilateral right under FAR clause 52.217-8, Option to Extend Services, the unit price for the performance of services during this period will be the latest price(s) agreed upon in the contract or subsequent modifications.

H.2 Government Furnished Equipment

The contractor shall identify the type, amount, and time frames for government resources, excluding those listed in this paragraph. The government may furnish or make available to the assigned contractor any documentation deemed necessary by ISR TF and AF/A2CU to accomplish duties identified as available and applicable.

The government will provide office space, furniture, supplies, and automated office equipment. Access will be granted to classified and unclassified military LAN services, LAN support, telephones, and reproduction facilities at the place(s) of performance. The government will provide access to relevant government organizations, information, documentation, manuals, texts, briefs, and associated materials as required and available. Access will be granted to classified networks as directed by the designated security authority.

All utilities in the facility will be available for the contractor's use in performance of duties outlined in this PWS. The Contractor shall instruct employees in utilities conservation practices. The contractor shall be responsible for operating under conditions that preclude the waste of utilities.

H.3 Special Contract Requirements for Service Contracts

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a. Inherently Governmental Functions - No inherently government functions as defined in FAR 2.101 and FAR 7.5 shall be performed by the contractor under this contract. Contractor employees shall not participate in any deliberations or meetings intended to exercise an inherently governmental function. All final determinations such as binding the United States to take or not to take some action, selecting program priorities, and providing direction to Federal employees shall be made by the government. The contractor shall immediately notify the Contracting Officer's Representative (COR) and the Contracting Officer if performance of an activity would result in the performance of an inherently governmental function.

b. Non-Personal Services Contract - In accordance with FAR 37.101, this contract is a non-personal services contract. Contractor personnel rendering the services shall not be subject, either by the contract's terms or by the manner of its administration, to the continuous supervision and control of a Government officer or employee. The contractor shall immediately notify the COR and the Contracting Officer if, through contract administration, the actions of a government employee will result in the performance of a personal services contract.

c. Identification of Contractor Personnel - In accordance with DFARS 211.106, contractor personnel shall never identify themselves as representing the Department of Defense (DoD), but rather shall identify themselves as being under contract to DoD. To that end, contractor personnel shall: 1) identify themselves as contractor personnel at meetings by introducing themselves or being introduced as contractor personnel; 2) display distinguishing badges or other visible identification for meetings with Government personnel; and 3) identify themselves as contractor employees in telephone conversations and in formal and informal (e.g. e-mail) written correspondence.

H.4 Organizational Conflicts of Interest – Disclosure

(a) Purpose. This clause applies to the Contractor and its affiliates, consultants and subcontractors of any tier (collectively referred to as "Contractor"). This clause must be included in all subcontracts and other agreements executed by the prime contractor in connection with submitting the prime contractor's proposal or performing the work. Attention also is directed to FAR Subpart 9.5 and the provisions which follow.

(b) Government Contractor Participation in Solicitation/Statement of Work, Award or Administration. The following Government contractors participated in the preparation of the Statement of Work/Solicitation or are expected to assist in the award and administration of the contract:

1. Infinity Technology
2. Horizon Industries LTD.

(c) Scope-Actual or Potential Conflicts of Interest. This clause is intended to ensure that the Contractor (1) does not obtain or appear to obtain an unfair competitive advantage over other

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parties by virtue of actual or potential unauthorized use or disclosure of proprietary or procurement-related information, (2) does not obtain or appear to obtain an unfair competitive advantage over other parties by virtue of any relationship (social, familial, financial etc) between the Contractor or Contractor's employees and any Government employee, Government contractor or Government contractor employee involved in the procurement process or the administration of the contract whether or not specifically identified in this solicitation, (3) is not biased or potentially biased or its ability to render impartial advice to the Government impaired or potentially impaired due to Contractor's current or planned interests (financial, contractual, organizational or otherwise) that relate to the services performed or products to be delivered under this solicitation, or (4) any other potential conflict of interest identified or within the scope of FAR 9.5. Parts (1), (2) and (3) above are examples of potential conflicts of interest governed by this clause.

(d) Contractor Representation. The Contractor represents by submission of its offer that, to the best of its knowledge and belief, Contractor has no actual or potential conflict of interest or, pursuant to paragraph (e), has disclosed to the Contracting Officer in writing all relevant information regarding any actual or potential conflict of interest.

(e) Contractor Disclosure of Actual or Potential Conflicts of Interest Before and After Award. If, before or after award, an actual or potential conflict of interest is identified by the Government or discovered by the Contractor, the Contractor shall immediately make a full disclosure in writing to the Contracting Officer. The Contractor further recognizes that during the term of this contract, conditions may change which may give rise to a newly recognized actual or potential conflict of interest. In the event that the Government identifies or the Contractor discovers an actual or potential conflict of interest before or after award, the Contractor shall, at a minimum, immediately provide the following information:

- (1) a description of the actual or potential conflict of interest and identify the parties involved;
- (2) a description of the work affected by the actual or potential conflict of interest; and
- (3) a mitigation plan as described in section (f).

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

(g) Final Authority. The Contracting Officer is the final authority in determining whether a conflict of interest exists and whether the conflict of interest has been adequately mitigated, neutralized or avoided.

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

(i) The Contractor may not compete for any requirement that incorporates, involves or relates to any work performed by contractor under this solicitation unless otherwise authorized in writing by the Contracting Officer.

H.5 Compliance with Pentagon Regulations – Contractor and Subcontractor Conduct

The site of the work is on a Federal Reservation Complex and the Contractor shall observe rules and regulations issued by the Director, Washington Headquarters Service (WHS) covering general safety, security, sanitary requirements, pollution and noise control, traffic regulations and parking. Information regarding requirements may be obtained by contacting the Contracting Officer, who will provide such information or assist in obtaining it from the appropriate authorities.

All contractor personnel must adhere to highest standards of personal conduct including, but not limited to, the standards of conduct for the Pentagon Reservation in 32 CFR Part 234. The contractor is responsible for maintaining satisfactory standards of employee competency, conduct, and integrity and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary to ensure satisfactory contract performance and the highest standards of personal conduct. In the event the contractor fails to remove any employee from the contract work whom the Contracting Officer or the Contracting Officer's designated representative deems incompetent, careless, insubordinate, unfit, objectionable or whose continued employment on the work is deemed by the Government to be inimical to the Government's mission, the Contracting Officer or the Contracting Officer's designated representative may, in writing, require the contractor to remove the employee from work under this contract.

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This contract incorporates 32 CFR 234, "Conduct on the Pentagon Reservation." Any contractor employee that violates the standards of conduct proscribed by 32 CFR 234 shall be deemed unfit and otherwise objectionable under paragraph (a) of this provision and may be subject to removal from the contract work.

This provision applies to all subcontractors or vendors of any tier utilized by contractor to perform the work. The contractor is responsible for incorporating this provision in all subcontracts or other contracts awarded by contractor to perform the work. For purposes of this provision, the terms "employee" or "contractor employee" includes all contractor, subcontractor or vendor employees of any tier utilized by contractor to perform the work.

H.6 Security Requirements

a. All tasks must be conducted in full compliance with DoD security regulations. At the time of proposal submission, all contractor personnel must have a Top Secret/Sensitive Compartmented Information (TS/SCI) Clearance. All security requirements will be supplied in the form DD-254 (See Attachment). The Contractor shall submit the security nomination packages for the personnel assigned to the contract at the time of award.

In the event that the necessary security clearances are not adjudicated within the timelines described above, the Government will require the Contractor to develop a work-around plan to meet the requirements of the PWS and submit it to the Contracting Officer for acceptance. In the event that an acceptable plan is not submitted, the Government shall be entitled to an equitable adjustment to the contract and any other rights under this contract or applicable law including termination for default.

The Contractor's Facility Security Officer (FSO) shall submit Personnel Security Clearance (PCL) validation through use of a Visit Authorization Request (VAR) for each employee, in accordance with DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM) to the designated security representative.

Changes in PCL status of contractor employees shall be forwarded in writing to the Contracting Officer and the designated security representative.

All information disclosed to contractor or provided to contractor including subcontractors to perform the services required by the solicitation must be maintained by contractor in accordance with the classification level of the information and returned to the Government when this contract has expired. Contractor shall completely purge its files and databases of all information provided to or disclosed to contractor under this contract when the contract has expired and certify to the Government that all information has been destroyed or returned to the Government.

b. Security Classification Guidance

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In addition to the personal security clearances described above, the contractor, to be eligible for award, must hold, on the date proposals are submitted, an active Top Secret Facility Clearance that must be maintained throughout the period of performance.

All Security Classification Guidance is provided on the DD-254, Department of Defense Contract Security Classification Specification (hereafter referred to as the DD-254) (attached). Any changes or additional security classification guidance shall be provided to the Contractor in writing, through updates and modifications to the DD-254. At no time will the Government issue classification guidance in any other form (verbal, e-mail, etc.).

c. Facility Security Clearance (FCL)

The Contractor's FSO shall report, in writing, to the Contracting Officer any changes in the Contractor's security status throughout the contract period of performance.

d. Sub-Contractors

Subcontractors shall comply with the same security requirements as the Contractor. The Contractor shall issue DD 254s to each subcontractor reflecting the same security requirements applicable to the prime contract. The contractor shall also sponsor subcontractor(s) for an FCL and associated PCL(s) required in accordance with the DD 254.

e. All contractor personnel will be required to sign a Non-Disclosure Agreement. The agreement must be signed and returned to the COR and CO within three business days of award. (See Attached)

H.7 Key Personnel

(a) The Contractor shall notify the Contracting Officer prior to making any changes in personnel assigned to key positions. The key position is defined as:

- (1) MQ-1 Predator SME
- (2) MQ-9 Reaper SME
- (3) RQ-4 Global Hawk SME
- (4) Remotely Piloted Aircraft Command and Control SME

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless illness, death, or termination of employment necessitates the substitution. The Contractor shall notify the Contracting Officer as soon as possible after the occurrence of any of these events and provide the information required below. After the initial ninety (90) calendar day period, the Contractor may propose substitutions. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions,

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complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. The Contractor shall, prior to making any substitution permanent, demonstrate to the satisfaction of the Contracting Officer that the qualifications of the proposed substitute personnel are equal to or better than the qualifications of the personnel originally identified for the position. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on proposed substitutions.

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Section I – Clauses/Provisions

Clauses/Provisions Incorporated By Reference

52.204-2	Security Requirements	AUG 1996
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	MAY 2011
52.209-5	Certification Regarding Responsibility Matters	APR 2010
52.212-1	Instructions to Offerors--Commercial Items	FEB 2012
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2012
52.222-25	Affirmative Action Compliance	APR 1984
52.223-6	Drug-Free Workplace	MAY 2001
52.225-25	Prohibition on Engaging in Sanctioned Activities Relating to Iran--Certification.	NOV 2011
52.232-18	Availability Of Funds	APR 1984
52.237-3	Continuity Of Services	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7006	Billing Instructions	OCT 2005
252.204-7011	Alternative Line Item Structure	SEP 2011
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	JUN 2010
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 2012
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Request for Equitable Adjustment	MAR 1998

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Clauses/Provisions Incorporated By Full-Text

52.204-99 SYSTEM FOR AWARD MANAGEMENT REGISTRATION (DEVIATION) (AUG 2012)

(a) Definitions. As used in this clause—

“Central Contractor Registration (CCR) database” means the retired primary Government repository for Contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means—

- (1) A code assigned by the Defense Logistics Agency (DLA) Logistics Information Service to identify a commercial or Government entity; or
- (2) A code assigned by a member of the North Atlantic Treaty Organization that DLA records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System+4 (DUNS+4) number” means the DUNS number means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

“Registered in the SAM database” means that—

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the SAM database;
- (2) The Contractor’s CAGE code is in the SAM database; and
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record “Active”. The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process.

“System for Award Management (SAM)” means the primary Government repository for prospective federal awardee information and the centralized Government system for certain contracting, grants, and other assistance related processes. It includes—

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(1) Data collected from prospective federal awardees required for the conduct of business with the Government;

(2) Prospective contractor submitted annual representations and certifications in accordance with FAR Subpart 4.12; and

(3) The list of all parties suspended, proposed for debarment, debarred, declared ineligible, or excluded or disqualified under the nonprocurement common rule by agencies, Government corporations, or by the Government Accountability Office.

(b)(1) The Contractor shall be registered in the SAM database prior to submitting an invoice and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The SAM registration shall be for the same name and address identified on the contract, with its associated CAGE code and DUNS or DUNS+4.

(3) If indicated by the Government during performance, registration in CCR may be required in lieu of SAM.

(c) If the Contractor does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) A contractor may obtain a DUNS number—

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The contractor should indicate that it is a contractor for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The Contractor should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

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(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) Reserved.

(e) Processing time for registration in SAM, which normally takes five business days, should be taken into consideration when registering. Contractors who are not already registered should consider applying for registration at least two weeks prior to invoicing.

(f) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer sufficient documentation to support the legally changed name with a minimum of one business day's written notification of its intention to—

(A) Change the name in the SAM database;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the

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Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Contractors may obtain information on registration and annual confirmation requirements via the SAM accessed through <https://www.acquisition.gov> or by calling 866-606-8220, or 334-206-7828 for international calls.

(End of Clause)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (APR 2012) ALTERNATE I (APR 2011)

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An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <https://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Inverted domestic corporation, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

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“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology--

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern--

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(1) Means a small business concern--

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

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

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

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

Subsidiary means an entity in which more than 50 percent of the entity is owned--

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of

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which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted electronically on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in 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 paragraphs ----
-----.

(Offeror to identify the applicable paragraphs at (c) through (n) of this provision that the offeror has completed for the purposes of this solicitation only, if any.)

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.

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

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

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

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

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

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

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note to paragraphs (c)(8) and (9): Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that--

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

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: -----.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

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

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: -----.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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(8) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

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251 - 500 \$3,500,001 - \$5 million

501 - 750 \$5,000,001 - \$10 million

751 - 1,000 \$10,000,001 - \$17 million

Over 1,000 Over \$17 million

(11) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search Database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () (has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(12) Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(10) of this provision.)

(The offeror shall check the category in which its ownership falls):

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___ Black American.

___ Hispanic American.

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

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

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

___ Individual/concern, other than one of the preceding.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a

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lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act--Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the

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clause of this solicitation entitled “Buy American Act-Free Trade Agreements-Israeli Trade Act.”

(ii)) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I (*Jan 2004*). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

[List as necessary]

(3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II (*Jan 2004*). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No.:	Country of Origin:

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[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

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

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

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(3) () Are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

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

(i) Taxes are considered delinquent if both of the following criteria apply:

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

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

(ii) Examples.

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

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

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

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

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate

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whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN: -----.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

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(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other -----.

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name -----.

TIN -----.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) Representation. By submission of its offer, the offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

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(o) Sanctioned activities relating to Iran.

(1) Unless a waiver is granted or an exception applies as provided in paragraph (o)(2) of this provision, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996.

(2) The certification requirement of paragraph (o)(1) of this provision does not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT
STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 2012)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

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X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

____ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

____ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

X (6) 52.209-6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

X (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

X (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

____ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

____ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____ (11) [Reserved]

X (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

____ (ii) Alternate I (NOV 2011).

____ (iii) Alternate II (NOV 2011).

____ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

____ (ii) Alternate I (Oct 1995) of 52.219-7.

____ (iii) Alternate II (Mar 2004) of 52.219-7.

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X (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

____ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).

____ (ii) Alternate I (Oct 2001) of 52.219-9.

____ (iii) Alternate II (Oct 2001) of 52.219-9.

____ (iv) Alternate III (Jul 2010) of 52.219-9.

____ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

X (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

____ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

____ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

____ (ii) Alternate I (June 2003) of 52.219-23.

____ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

____ (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

X (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

X (23) 52.219-28, Post Award Small Business Program Re-representation (Apr 2012) (15 U.S.C. 632(a)(2)).

____ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).

____ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).

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X (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

____ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (MAR 2012) (E.O. 3126).

X (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

X (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).

X (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

X (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

X (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

____ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

____ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

____ (ii) Alternate I (Dec 2007) of 52.223-16.

X (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

____ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

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____ (40)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (MAY 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).

____ (ii) Alternate I (Mar 2012) of 52.225-3.

____ (iii) Alternate II (Mar 2012) of 52.225-3.

____ (iv) Alternate III (Mar 2012) of 52.225-3.

____ (41) 52.225-5, Trade Agreements (MAY 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

____ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

____ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

____ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

____ (48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

____ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

____ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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_____ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

X (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

_____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

_____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

_____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

_____ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, et seq.).

_____ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

_____ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

_____ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor

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Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

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

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 1998) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

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(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-19 TYPE OF CONTRACT (APR 1984)

As contemplated by FAR 16.504, the Government contemplates award of a Firm-Fixed-Price (FFP) contract

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six months. The Contracting Officer may exercise the option by written notice to the Contractor within 1 day of the expiration of the contract.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor

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within 1 day provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 2 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of clause)

**52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS
SUBCONTRACTORS (DEVIATION)(AUG 2012)**

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of clause)

252.204-0002 LINE ITEM SPECIFIC: SEQUENTIAL ACRN ORDER. (SEP 2009)

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

(End of clause)

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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)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS. (JUN 2005)

(a) Definitions.

As used in this clause-

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(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

___ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting

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contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2012)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

X 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) **X** 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011) (Section 847 of Pub. L. 110-181).

(2) **X** 252.203-7003, Agency Office of the Inspector General (APR 2012)(section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).

(3) **X** 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(4) ___ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (JUN 2012) (15 U.S.C. 637).

(5) ___ 252.219-7004, Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).

(6)(i) ___ 252.225-7001, Buy American and Balance of Payments Program (JUN 2012) (41 U.S.C. chapter 83, E.O. 10582).

(ii) ___ Alternate I (OCT 2011) of 252.225-7001.

(7) ___ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

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- (8) ___ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUN 2012) (10 U.S.C. 2533b).
- (9) **X** 252.225-7012, Preference for Certain Domestic Commodities (JUN 2012) (10 U.S.C. 2533a).
- (10) ___ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (11) ___ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).
- 12) ___ 252.225-7017, Photovoltaic Devices (JUN 2012) (Section 846 of Pub. L. 111-383).
- 13)(i) ___ 252.225-7021, Trade Agreements (JUN 2012) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (ii) ___ Alternate I (OCT 2011) of 252.225-7021.
- (iii) ___ Alternate II (OCT 2011) of 252.225-7021.
- (14) ___ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (15) ___ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (16)(i) ___ 252.225-7036, Buy American Act—Free Trade Agreements—Balance of Payments Program (JUN 2012) (41 U.S.C. chapter 83 and 19 U.S.C. 3301 note).
- (ii) ___ Alternate I (JUN 2012) of 252.225-7036.
- (iii) ___ Alternate II (JUN 2012) of 252.225-7036.
- (iv) ___ Alternate III (JUN 2012) of 252.225-7036.
- (v) ___ Alternate IV (JUN 2012) of 252.225-7036.
- (vi) ___ Alternate V (JUN 2012) of 252.225-7036.

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- (17) ____ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (18) ____ 252.225-7039, Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- (19) **X** 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- (20) ____ 252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).
- (21) **X** 252.227-7015, Technical Data—Commercial Items (DEC 2011) (10 U.S.C. 2320).
- (22) **X** 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see 227.7102-4(c))(10 U.S.C. 2321).
- (23) **X** 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (24) **X** 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84)
- (25) ____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
- (26) **X** 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (27) ____ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment For Military Operations (OCT 2010) (Section 807 of Pub. L. 111-84).
- (28) ____ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).
- (29)(i) **X** 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) ____ Alternate I (MAR 2000) of 252.247-7023.
- (iii) ____ Alternate II (MAR 2000) of 252.247-7023.
- (iv) ____ Alternate III (MAY 2002) of 252.247-7023.

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(30) **X** 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(31) ____ 252.247-7027, Riding Gang Member Requirements (OCT 2011) (Section 3504 of Pub. L. 110-417).

c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.225-7039, Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).

2) 252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).

(3) 252.227-7015, Technical Data--Commercial Items (DEC 2011), if applicable (see 227.7102-4(a)).

(4) 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see 227.7102-4(c)).

(5) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

(6) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

(7) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).

(8) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(9) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

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Section J – List of Attachments

Title	No. of Pages
Attachment #1- Non-Disclosure Agreement	2
Attachment #2- Past Performance Questionnaire	3
Attachment #3- DD-254, Contract Security Classification Specification	7

Section L (Addenda to 52.212-1) – This section replaces section b, “Submission of Offers”; section c, “Period of Acceptance of Offers”; section e, “Multiple Offers”; section f “Late Submissions, modifications, revisions, and withdrawals of offers, and section g, “Contract Award.”

L.1 Offers shall submit the following (Addenda 52.212-1 (b)) by November 7, 2012 at 2:00 PM EST:

Volume I – Technical	Chapter/Title	Max. Page Limits	Electronic Copies
	(1) Cover Section	3 Pages*	One
	(2) Résumés	16 Pages	
	(3) Past Performance	3 Pages	
	(4) Representations & Certifications	Unlimited	

Volume II – Price	Chapter/Title	Max. page Limit	Electronic Copies
	(5) Price	Unlimited	One

*A complete proposal consists of two separate volumes: Technical (i.e. cover section, résumés, past performance, Representations & Certifications) and Price.

1. Cover Section

a. Offerors shall submit a three-page cover section.

i. The first page shall include company points of contact for technical and cost related questions, acknowledgement of all amendments, and a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation.

ii. The second page shall be a self-prepared, signed, and dated SF 1449.

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- iii. The third page shall be a print out from the cognizant security system that demonstrates the offeror's status as company with a current, active Top Secret Facility Clearance in accordance with the attached DD-254 on the proposal due date. *If the security print out is more than one page, it is acceptable for the offeror to exceed this one page limit. An offeror without a current, active Top Secret Security clearance in accordance with the attached DD-254 on the proposal due date is ineligible for award and will not be evaluated.

2. Résumés

- i. The contractor shall submit résumés for a MQ-1 Predator SME, MQ-9 Reaper SME, RQ-4 Global Hawk SME; and a Remotely Piloted Aircraft Command and Control SME. The résumés shall be listed in the order outlined above. The résumés must be arranged in the following order: Heading section, Experience section, and Education section.

- ii. The Heading section shall consist of the name, clearance level (must be active TS/SCI), date TS/SCI clearance granted, and the function the candidate is proposed to support (e.g. MQ-1 Predator SME, MQ-9 Reaper SME, RQ-4 Global Hawk SME; and a Remotely Piloted Aircraft Command and Control SME.)

- iii. The Experience section shall provide a brief explanation demonstrating the relevance of the candidates experience to the requirements in the PWS (i.e. Section C of the solicitation) and the offeror must include details on how the work was accomplished. Each experience must include the name of the project, name of the customer, period of performance. Offerors shall not lump several experiences together and provide an overall period of performance. Each experience must provide its own discreet period of performance. Offeror may provide two different contract numbers for the same experience if the offeror continued with the same requirement under two different contract numbers.

- iv. Education may consist of training obtained from colleges, universities or specialized military programs.

- v. Each résumé is limited to four double-spaced, typewritten pages. The contractor is limited to no more than 16 double-spaced, typewritten pages to describe their relevant experience. Information beyond the 16-page limit will not be considered.

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3. Past Performance

- a. If using the attached questionnaire, the **offeror's customer** must submit it directly to the agency. The customer's POCs identified on the questionnaire must be able to provide information on the quality of your performance.
- b. Offerors must describe any performance-related problems encountered on the identified contracts and any corrective action taken. Each description shall not exceed one (1) page in length. Information pertaining to corrective actions taken is limited to a maximum of three pages.
- c. An Offeror's customer must either provide past performance information, rely on PPIRS information, or state affirmatively that they possess no relevant past performance.
- d. The contractor may submit no more than a total of three typewritten pages for the past performance section. The information submitted only pertains to performance related problems encountered. All other past performance input must come from your customers, PPIRs, or other sources. Your customers shall send the questionnaires to julie.fox@whs.mil and chris.harris@whs.mil by November 7, 2012 at 2:00 PM EST. **Email transmission is not instantaneous and delays in transmission may occur anywhere along the route. The Government takes no responsibility for any delays in the transmission of an e-mail PPQs and proposals.**

4. The total page limit for the first four sections of the technical proposal (.i.e. cover section, résumés and past performance) shall be a maximum of 22 pages. The font shall be 12 point and the paper shall be 8.5 inches by 11 inches. Chart or exhibit fonts may be 8 point font. Tables of contents do not count toward the page limit. Pages shall be numbered consecutively. Documents incorporated or referenced in the proposal will be counted toward the page limits. Pages that exceed the page limits will not be considered or evaluated by the Government. The proposal shall be assembled in the order presented in this section. No pricing data shall be included in this section.

5. Representations & Certifications

- a. Offers shall submit Representations & Certifications. This section has an unlimited page limit.
- b. A completed copy of the representations & certifications at FAR 52.212-3 Alt I (see FAR 52.212-3(b) for those representations and certifications that the

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offeror shall complete electronically). If the representations and certifications are completed in SAM, return only section b.

- c. In addition, the offeror shall include a completed copy of the representations & certifications at FAR 52.209-7, DFAR 252.209-7999, and DFAR 252.212-7000.

6. Price

- a. Offerors shall submit a firm-fixed-price for the labor for the base year and three one year option periods and use the plug numbers for the travel and CLINs. The pricing proposal must contain a Section B as presented in the solicitation and a breakdown of the labor categories, labor rates, and hours used to arrive at the aggregate pricing in Section B. The pricing volume must be submitted as a separate document. In addition, the offeror must submit an unsecured excel spreadsheet (excel 2003 or 2007) with the breakdown of labor categories and the total price for each year in the period of performance.
- b. For proposal purposes, Offerors should assume a start date of December 1, 2012. Historically, the type of effort required by this PWS has been satisfied by approximately 4.0 FTE (1.0 FTE for the four key positions). In addition, the Government estimates that .2FTE are needed for project management.

L.2 Period of Acceptance of Offers (Addenda 52.212-1 (c)):

The offeror agrees to hold the prices in its offer firm for 90 calendar days from the date specified for receipt of offers.

L.3 Multiple Offers (Addenda 52.212-1 (e))

Offerors shall not submit more than one offer to meet the requirement.

L.4 Late submissions, modifications, revisions, and withdrawals of offers (Addenda 52.212-1 (f)):

1. Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, to Julie Fox and Chris Harris by the due date specified in this solicitation. Proposals that are received late (i.e. after the date and time shown in this solicitation), incomplete, or at any location other than the e-mail box identified will be considered to be late and will not be accepted or evaluated by the Government. Email transmission is not instantaneous. The offeror is solely responsible for ensuring that its proposal arrives

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by the designated deadline. The Government takes no responsibility for any delayed transmission of an e-mail proposal.

2. Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

L.5 Contract Award (Addenda to 52.212-1(g))

The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received. If the Government decides that negotiations are necessary, it will establish a competitive range comprised of the most highly rated proposals, unless the range is further reduced for purposes of efficiency. However, in accordance with 52.212-1(f)(ii), a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted. Acceptance of more favorable terms (e.g. price or other features that enhance the value to the Government) from the otherwise successful offeror does not trigger discussions with other offerors.

Section M: Addenda to 52.212-2 – Evaluation Commercial Items

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous and presents the best value to the Government. The evaluation factors are Résumés, Past Performance, and Price. Résumés are more important than Past Performance. The technical or non-price factors (i.e. Résumés and Past Performance) individually and when combined are significantly more important than price.

M.1: The following factors shall be used to evaluate offers:

1. Compliance with the Solicitation: The proposal will be reviewed to ensure that it conforms to all terms and conditions and acknowledges all material amendments listed in the solicitation. If the offeror takes exception to any of the terms and conditions or fails to provide the signed 1449, or fails to submit proof of its TS facility clearance, the offer may be rejected and be considered no longer eligible for award.

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2. Résumés for Key Personnel

- a. Résumés Criteria: The résumés will be evaluated to determine if they have the requisite active TS/SCI clearances. Each candidate must hold a current/active TS/SCI when the proposal is submitted and throughout contract performance. If any résumé does not demonstrate a current TS/SCI when the proposal is submitted it will be rejected. The Government will assess the quality and the quantity of relevant experience possessed by the candidates as set forth in the solicitation. In addition, the assessment of the offeror's experience will include assessing each candidate's education.
- b. Résumés Adjectival Ratings:
 - i. Excellent: The candidate/résumé demonstrates experience that is very similar to scope and complexity to the tasks in the SOW. In addition, it demonstrates a substantial number of years performing the tasks or has a very beneficial mix of experience and education that makes the likelihood of successful performance very high. It contains multiple strengths, may contain minor weaknesses, but may not contain significant weaknesses or deficiencies.
 - ii. Good: The candidate/résumé demonstrates experience that is similar in scope and complexity to the tasks in the SOW. In addition, it demonstrates an adequate number of years performing the tasks or has a beneficial mix of experience and education that makes the likelihood of successful performance moderate to high. It contains at least one strength, may contain minor weaknesses, but may not contain significant weaknesses or deficiencies.
 - iii. Marginal: The candidate/résumé demonstrate experience that is only somewhat similar in scope and complexity to the tasks in the SOW. In addition, it demonstrates a very nominal number of years performing the tasks or has a very questionable mix of experience and education that increases likelihood of unsuccessful performance. It may contain strengths, weaknesses, and significant weaknesses but no deficiencies.
 - iv. Unacceptable: The candidate/résumé demonstrates experience that is not similar or relevant to the tasks in the SOW. The résumé contains one or more deficiencies or multiple significant weaknesses.

3. Past Performance

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Past Performance Criteria: Past Performance is the degree to which the contractor has satisfied its customers. The government's evaluation will be based on the offeror's reputation with its customers. Some or all of the offeror's customers may be contacted and will be asked if they believe the offeror was capable, efficient, and effective, if the offeror's performance conformed to the terms of your contract, if the offeror was reasonable and cooperative, and if the offeror were committed to customer satisfaction.

- i. The Government reserves the right to determine which past performance examples submitted by the Offeror are relevant to the requirement.
- ii. In the conduct of its past performance evaluation of Offerors, the Government may use a variety of information sources in addition to information provided by the Offeror. These sources may include, but are not limited to, technical reports, commercial or any available published information, Government past performance databases and information derived from present or past Government or commercial customers of the Offeror.
- iii. Past performance within the DoD Intelligence Community (IC) and OUSD(I) is considered more important than performance with other Government agencies.

(3.1) Past Performance Questionnaire Adjectival Rating

- i. **Excellent:** Performance meets contractual requirements and exceeds many to the Customer's benefit. The element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.
- ii. **Good:** Performance meets contractual requirements and exceeds some to the customer's benefit. The element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.
- iii. **Satisfactory:** Performance meets contractual requirements. The element being assessed contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.
- iv. **Marginal:** Performance does not meet some contractual requirements. The element being assessed reflects a serious problem for which the contractor has not yet identified or taken satisfactory corrective action.
- v. **Unsatisfactory:** Performance does not meet most contractual requirements and recovery did not occur or is not likely to occur in a timely manner.

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The element being assessed contains a serious problem(s) for which the contractor's corrective action appears or was ineffective.

- vi. Not applicable: Does not apply to the acquisition.

(3.2) Past Performance Composite Adjectival Ratings

- i. High: Mostly Excellent to Good Assessments with some acceptable ratings but no “Marginal” or lower assessments on any category in the questionnaire or PPIRS and no grave performance issues. In addition, the Government must have two or more excellent or good references to support a high rating.
- ii. Moderate: Mostly Excellent to Good Assessments with some acceptable assessments that contain a maximum of one Marginal or lower assessment in a category or a serious performance issues; or only one excellent or good assessment available.
- iii. Low: Two or more marginal or lower assessments in any area of performance or a marginal assessment combined with a documented grave performance issue, or a marginal OUSDI reference.
- iv. Neutral: The offeror has no record of past performance or for whom information on past performance is not available. The offeror is not evaluated either favorably or unfavorably on past performance.

4. Price

- a. The evaluated price is the sum of the pricing for the base period, all option years, and the six-month extension authorized by 52.217-8. Extension pricing will be calculated as one half of the last option year. Price will be evaluated for, reasonableness, realism and completeness. The Government may use any of the pricing techniques in FAR 15.404-1 to make the price reasonableness and realism determination.
- b. Unrealistically low proposed prices may be grounds for eliminating a proposal from competition. An example of an unrealistically low proposed price would be proposed labor rates that were so low that the Government could not make a reasonable determination that an offeror could successfully provide qualified

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personnel for the labor categories proposed. Additional information needed to substantiate pricing will be handled as clarifications.

- c. Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- d. A written notice of award or acceptance of an offer furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

M.2 Protests (Agency-Level)

Potential bidders or offerors may submit a protest directly to the Contracting Officer. As an alternative to the Contracting Officer's consideration of the protest, a potential bidder or offeror may request an independent review of their protest by a WHS Protest Deciding Official. A request for an independent review shall be submitted to:

Angela Kornegay, Division Director
WHS/AD Enterprise Analysis & Studies Division
2421 S. Clark Street, Suite 3000
Arlington, VA 22202-3909

A protest decision by the Contracting Officer or WHS Protest Deciding Official is final and not subject to appeal or reconsideration within WHS.