

National Geospatial-Intelligence Agency (NGA)



Boosting Innovative GEOINT Research Broad Agency Announcement (BIG-R BAA)

HM0476-20-BAA-0001

July 6, 2020

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PART I: Overview Information

1. **Federal Agency Name:** National Geospatial-Intelligence Agency (NGA), 7500 GEOINT Drive Springfield, VA 22150
2. **Funding Opportunity Title:** Boosting Innovative GEOINT Research Broad Agency Announcement (BIG-R BAA). (2020 – 2023)
3. **Announcement Type:** General Announcement
4. **Funding Opportunity Number:** HM0476-20-BAA-0001
5. **Catalog of Federal Domestic Assistance (CFDA) Number(s):** 12.630 Basic, Applied, and Advanced Research in Science and Technology
6. **Dates** (All times listed herein are Eastern Time.)
 - Posting Date:
 - BAA Closing Date: *3 years from posting date*
7. **Anticipated Individual Awards:** NGA anticipates making multiple awards; however, the scope and quality of the proposals received will determine the level of funding for individual awards made under this solicitation, as well as the availability of funds. See Part II for further information.
8. **Types of Instruments that May be Awarded:** NGA may award Procurement Contracts, Grants, Cooperative Agreements or Other Transactions (OTs) for prototypes and follow-on production
9. **Response Dates (Submissions):** Amendments to this BAA will announce response dates for individual topic areas. NGA will post amendments to this BAA, including new topic announcements, to <https://beta.sam.gov/> (beta SAM) and <http://www.grants.gov>. Interested parties should periodically check these websites for updates and amendments, and prepare abstracts and proposals for topic areas within the amendments to this BAA.
10. **Agency contacts**
BAA Email: BigRBAA@nga.mil
11. **Frequently Asked Questions (FAQ):** FAQs for this solicitation may be viewed on the NGA/NGA-RESEARCH Opportunities Website. See Section VII for further information.

PART II: Full Text of Announcement

1. Funding Opportunity Description

This Broad Agency Announcement (BAA) constitutes a public notice of a competitive funding opportunity as described in Federal Acquisition Regulation (FAR) 6.102(d)(2) and 35.016 as well as 2 CFR § 200.203 and 10 USC § 2358. Any resultant negotiations and/or awards will follow all laws and regulations applicable to the specific award instrument(s) available under this BAA, e.g., FAR 15.4 for procurement contracts.

A. Introduction

The mission of the National Geospatial-Intelligence Agency (NGA) Research Directorate is to deliver future Geospatial-Intelligence (GEOINT) capabilities to users for operational impact. NGA Research supports the National Security Strategy by solving hard defense and intelligence problems for the Intelligence Community and Department of Defense.

In support of this mission, NGA Research promotes research initiatives across a broad spectrum of science and engineering disciplines and transforms these initiatives into disruptive GEOINT capabilities for U.S. national security. The Boosting Innovative GEOINT-Research Broad Agency Announcement (BIG-R BAA) invites proposers to submit innovative basic and applied research and development concepts that address one or more of the following technical domains: (1) Foundational GEOINT, (2) Advanced Phenomenologies, and (3) Analytic Technologies. Each of these domains is described below and includes a list of example research topics that highlight several (but not all) potential areas of interest. Throughout the open period of this Announcement, posted Amendments will specify topic areas associated with these technical domains. Future Appendixes will address Amendment information. Each posted topic area will specify timelines for abstract and proposal submission. Abstracts and proposals submitted in response to this BAA must investigate innovative approaches that enable revolutionary advances or substantial improvements to the existing state of practice.

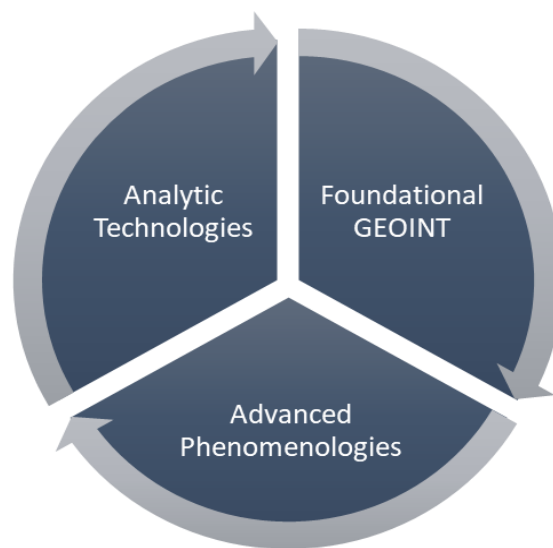
B. Technical Domains of Interest

Foundational GEOINT. The Foundational GEOINT portion of the Research portfolio focuses on the creation of always accurate, high-resolution, continually updated representations of the earth's properties, available on demand. Topics of interest in this domain include, but are not limited to, innovations advancing the GEOINT physical sciences in the areas of: (1) terrestrial/celestial reference frames, (2) earth gravitational models, (3) world magnetic models, (4) assured positioning, navigation and timing, and resilience, (5) geopositioning, (6) feature extraction, attribution, classification and modeling, (7) infrastructure models, (8) human geography and environmental models, (9) bathymetric/topological models, and (10) maritime environmental mapping.

Advanced Phenomenologies. The Advanced Phenomenologies portion of the portfolio employs novel methods and efficient strategies to drive development and delivery of improved spatially, spectrally and temporally resolved data from a growing number of traditional and non-traditional sources. Topics of interest in this domain include, but are not limited to, innovations advancing

the design and development of algorithms, components, and enabling technologies for systems in the areas of: (1) detection, tracking, and identification of the most challenging targets in complex environments, (2) sensing and real-time processing of both static and dynamic targets, (3) novel source exploitation and optimization, (4) collection technologies to optimize use of phenomenology sources, (5) space situational awareness, (6) information assurance, data integrity and quality validation, (7) error propagation modeling, and (8) multi-domain data aggregation.

Analytic Technologies. The Analytic Technologies portion of the portfolio enhances the definition and utility of GEOINT by leveraging new sources of data and developing novel analytic techniques to deliver a geospatial dimension to multi-INT analytics, in particular to address emerging threats and mission domains. New data sources drive us of these technologies to provide accurate, timely, reliable and scalable methods for data exploitation, integration, and analysis. Topics of interest in this domain include, but are not limited to, innovations in advanced processing techniques and enabling technologies for (1) geospatial signatures detection, analysis, and tracking, (2) derivation of GEOINT from non-traditional data in cyberspace, (3) stand-off detection of counter proliferation and chemical, biological, radiological, nuclear and explosive activities, (4) water security, (5) image/video understanding and computer vision, (6) image and product standards development and enhancement, (7) automatic target recognition, (8) temporal and activity modeling and contextualization, (9) event forecasting and prediction, (10) knowledge and ontology modeling, (11) artificial intelligence, to include novel learning techniques, (12) automation, to include software tools, (13) natural language processing, (14) social media analytics, (15) location-based insights, (16) workflow effectiveness and analyst workflow modernization, (17) human-machine interaction, (18) tools that provide better human understanding of automated solutions, (19) tools to guide algorithm and automation governance, and (20) immersive GEOINT visualization tools.



2. Award Information

A. General Award Information

The NGA Office of Contract Services Research (OCSR) Division has the authority to award a variety of instruments on behalf of NGA. Anticipated awards may be made in the form of Procurement Contracts, Grants, Cooperative Agreements, or OTs.

The NGA OCSR Division reserves the right to award the type of instrument most appropriate for the effort proposed. Proposers should familiarize themselves with these instrument types and the applicable regulations before submitting an abstract or proposal. In all cases, the Government Contracting Officer shall have sole discretion to select award instrument type, regardless of instrument type proposed, and to negotiate all instrument terms and conditions with selectees.

NGA anticipates multiple awards. The level of funding for individual awards made under this BAA will depend on the quality of the proposals received and the availability of funds. Awards will be made to proposers whose proposals are determined to be the most advantageous to the Government.

The Government reserves the right to:

- Select for negotiation all, some, one, or none of the proposals received in response to specific topic solicitations;
- Make awards without discussions with proposers;
- Conduct discussions with proposers if the Government determines they are necessary;
- Divide awards into base and option periods;
- Not execute one or more option periods, if an award is divided into a base and option periods;
- Fund awards in increments;
- Request additional documentation once the award instrument has been determined (e.g., representations and certifications); and
- Remove proposers from award consideration should the proposer and the Government fail to reach agreement on award terms within a reasonable time or if the proposer fails to provide requested additional information in a timely manner.

The allowable award types include Fixed Price, Fixed Price Level of Effort, Time and Materials, Labor Hour and Cost Type contracts. The allowable award instruments include Procurement Contracts, Grants, Cooperative Agreements, or Other Transactions (OTs). Proposed contract type and instrument are subject to negotiation based on details of each Topic and the proposed approach. The following are brief descriptions of the possible award types and award instruments to help inform your organization determine which contract type and instrument may be the most appropriate.

Note: Available award instruments and their allowable funding types are as follows:

- Procurement Contract
 - Fixed Price
 - Fixed Price Level of Effort
 - Time and Materials
 - Labor Hour
 - Cost
- Other Transactions
 - Fixed Price
 - Time and Materials
 - Labor Hour
- Grants and Cooperative Agreements
 - Cost

a. Award Types

i. Cost Contracts

Cost contracts allow the contractor to invoice for the allowable incurred costs up to the funding ceiling in accordance with the final estimate of costs awarded. Cost reimbursable contracts are common in Research and Development (R&D) and provide flexibility with cost variances within the ceiling, i.e. changes in level of effort per month or material changes. Contractors who propose cost reimbursable contracts typically have had previous contracts with the Department of Defense (DoD) and must have an approved Defense Contract Audit Agency (DCAA) accounting system that is adequate for determining costs applicable to the contract (this is not applicable to Grants or Cooperative Agreements). See Cost/Price Volume, Part IV. 6. for more information.

ii. Fixed Price (FFP)

FFP contracts are best used if costs are well defined for the deliverables, because the allowed price is not adjustable with variance in contractor's cost. This contract type places more risk on the contractor but may be suitable for efforts that are shorter in duration or more limited in scope such as small studies. FFP contracts require well defined milestones with associated payments. See Cost/Price Volume, Part IV. 6. for more information.

iii. Fixed Price Level-of-Effort (FFP LOE)

FFP LOE contracts are best used if the contractor intends to provide a specified level of effort, over a stated period of time, on work that can only be stated in general terms. This contract type is suitable for investigation or study in a specific research and development area and produces a product that is normally a report showing the results achieved through application of the required level of effort. See Cost/Price Volume, Part IV. 6. for more information.

iv. Time and Materials (T&M) / Labor Hour (LH)

T&M and LH contracts are commonly used for construction, product development or any other piece of work in which the Government agrees to pay the contractor based upon the time spent by the contractor's and subcontractor's employees to perform the work. T&M and LH contracts are common in R&D and provide flexibility with cost variances within the ceiling, i.e. changes in level of effort per month or material changes. T&M and LH contracts are generally used in projects in which it is not possible to accurately estimate the size of the project, or when it is expected that the project requirements would most likely change. See Cost Volume, Part IV. 6. for more information.

b. Award Instruments

i. Procurement Contract

A legal instrument, authorized under 31 U.S.C. 6303, which reflects a relationship between the Federal Government and a State, a local government, or other recipient when the principal purpose of the instrument is to acquire property or services for the direct benefit or use of the Federal Government.

Fee and profit are not allowed on travel and materials under Procurement Contracts.

This instrument is appropriate for awards of the acquisition of basic, applied, or advanced research and that part of development not related to the development of a specific system or hardware procurement when the principal purpose is to acquire property or services for the direct benefit or use of the Federal Government. It is an appropriate instrument for Contractors who have experience working with the DoD and have approved purchasing and accounting systems.

ii. OT for Prototype and Follow-on Production

A legal instrument, authorized under 10 U.S.C. 2371b, which may be used when a procurement contract, grant, or cooperative agreement is not feasible or appropriate. The effort covered under an OT shall not be duplicative of effort being conducted under an existing DoD program (please refer to the OT Guide for Prototype Projects dated January 2017 (Version 1.2.0)). This document, along with other OT resources, may be accessed at the following link:
www.acq.osd.mil/dpap/cpic/cp/10USC2371bOTs.html.

Contractors who do not have experience working with the DoD, or who do not have approved accounting systems, may be interested in proposing an OT. NGA has authority to use OTs for prototype projects directly relevant to enhancing the mission effectiveness of military personnel and the supporting platforms, systems, components, or materials proposed to be acquired or developed by the Department of Defense, or to improvement of platforms, systems, components, or materials in used by the Armed Forces.

OTs for Prototypes offer flexibility that allows for open negotiation of many agreement terms and conditions instead of traditional FAR and DFARS clauses.

In accordance with 10 U.S.C. § 2371b(f), NGA may award a follow-on production contract or Other Transaction (OT) for any OT awarded under this BAA if:

- The OT participant, or a recognized successor in interest to the OT, successfully completed the entire prototype project provided for in the OT, as modified; and
- The OT provides for the award of a follow-on production contract or OT to the participant, or a recognized successor in interest to the OT.

Fee and profit are not allowed on travel and materials under OTs.

iii. Grants

A legal instrument, authorized under 31 U.S.C. 6304, used to transfer of a thing of value to the recipient to carry out a public purpose. Substantial involvement is not expected between the Department of Defense and the recipient when carrying out the activity contemplated by the grant.

Grants are commonly used by academic and research institutions and other non-profit entities. They are most appropriate for basic research that will provide the most value to society by being shared widely to encourage further research and development work.

Grants may be requested through this BAA in response to the specific topic calls. If your organization does not have the expertise to respond to the specific calls under this BAA, we encourage you to review the NGA Academic Research Program (NARP) BAA, available on Grants.gov.

Grants are governed by 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” as modified by 2 CFR Part 1103, “Interim Grants and Cooperative Agreements Implementation of Guidance in 2 CFR Part 200”.

Fee and Profit are not allowed under Grants.

This instrument is appropriate for basic research awards when the principal purpose is to transfer a thing of value to the recipient to carry out a public purpose of support or stimulation authorized by a law or the United States, rather than to acquire property or services for the Department of Defense’s direct benefit or use. No substantial involvement is expected between the Department of Defense and the award recipient when carrying out the grant activity.

iv. Cooperative Agreement

A legal instrument, authorized under 31 U.S.C. 6305, that is similar to a grant, except allowing for substantial involvement between the DoD and the recipient when carrying out the research activity.

As with a Grant, a cooperative agreement provides assistance to carry out a public purpose of support or stimulation. A cooperative agreement is different from cooperative research and development agreement (CRADA) as defined in 15 U.S.C. 3710a.

Cooperative agreements are most appropriate for entities that want a higher level of involvement from the Government than is typically provided under other instruments.

Cooperative agreements are governed by 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” as modified by 2 CFR Part 1103, “Interim Grants and Cooperative Agreements Implementation of Guidance in 2 CFR Part 200”.

Fee and profit are not allowed under Cooperative Agreements.

This instrument is appropriate for basic, applied, or advanced research awards when the principal purpose is to transfer a thing of value to the recipient to carry out a public purpose of support or stimulation authorized by a law or the United States, rather than to acquire property or services for the Department of Defense’s direct benefit or use. Substantial involvement is expected between the Department of Defense and the award recipient when carrying out the cooperative agreement activity.

Please refer to Attachment 1 for the Governance related to the above award instruments.

PART III: Eligibility Information

1. Eligible Applicants

All responsible sources capable of satisfying the Government's needs may submit a proposal for NGA’s consideration.

A. Federally Funded Research and Development Centers (FFRDCs) and Government Entities

a. FFRDCs

FFRDCs are subject to applicable direct competition limitations and cannot propose to this BAA in any capacity unless they meet the following conditions. (1) FFRDCs must clearly demonstrate that the proposed work is not otherwise available from the private sector. (2) FFRDCs must provide a letter, on official letterhead from their sponsoring organization, that (a) cites the specific authority establishing their eligibility to propose to Government solicitations and compete with industry, and (b) certifies the FFRDC’s compliance with the associated FFRDC sponsor agreement’s terms and conditions. These conditions are a requirement for FFRDCs proposing to be awardees or sub-awardees.

b. Government Entities

Government Entities (e.g., Government/National laboratories, University Affiliated Research Centers (UARC)s, military educational institutions, etc.) are subject to applicable direct competition limitations. Government entities must clearly demonstrate that the work is not otherwise available

from the private sector and provide written documentation citing the specific statutory authority and contractual authority, if relevant, establishing their ability to propose to Government solicitations and compete with industry. This information is required for Government Entities proposing to be awardees or sub-awardees.

c. Authority and Eligibility

At the present time, NGA does not consider 15 U.S.C. § 3710a to be sufficient legal authority to show eligibility. While 10 U.S.C. § 2539b may be the appropriate statutory starting point for some entities, specific supporting regulatory guidance, together with evidence of agency approval, will still be required to fully establish eligibility. NGA will consider FFRDC and Government Entity eligibility submissions on a case-by-case basis; however, the burden to prove eligibility for all team members rests solely with the proposer.

B. Foreign Participation

Non-U.S. organizations and/or individuals may participate to the extent that such participants comply with any necessary nondisclosure agreements, security regulations, export control laws, and other governing statutes applicable under the circumstances. Any and all forms of foreign participation must be clearly and fully disclosed within the proposal. For classified submissions, this includes mitigating any Foreign Ownership Control and Influence (FOCI) issues prior to transmitting the submission to NGA. Additional information on these subjects can be found at http://www.dss.mil/isp/foci/foci_faqs.html. More information may be provided at the Topic level.

2. Organizational Conflicts of Interest (OCI)

Proposers are required to identify and disclose all facts relevant to potential OCIs involving the proposer's organization and *any* proposed team member (sub-awardee, consultant). Under this Section, the proposer is responsible for providing this disclosure with each proposal submitted to the BAA. The disclosure must include the proposer's, and as applicable, proposed team member's OCI mitigation plan. Proposers shall fill out and submit as a part of their proposal the Attachment 3 – OCI Disclosure and Analysis Form. If no OCI concern is identified and the NGA Contracting Officer agrees, there is no need for an OCI mitigation plan. If an OCI is identified, an OCI mitigation plan must be submitted as a part of the final proposal. The OCI mitigation plan must include a description of the actions the proposer has taken, or intends to take, to prevent the existence of conflicting roles that might bias the proposer's judgment and to prevent the proposer from having an unfair competitive advantage. The OCI mitigation plan will specifically discuss the disclosed OCI in the context of each of the OCI limitations outlined in FAR 9.505-1 through FAR 9.505-4 (see FAR URL in Attachment 1, 4).

NGA prohibits contractors/performers from concurrently providing Scientific, Engineering Technical Assistance (SETA), Advisory and Assistance Services (A&AS) or similar support services and being a technical performer through this BAA. Therefore a proposer must affirm whether the proposer or *any* proposed team member (sub-awardee, consultant) is providing SETA, A&AS, or similar support to any NGA office(s) under: (a) a current award or sub-award; or (b) a past award or sub-award that ended within one calendar year prior to the proposal's submission date.

If SETA, A&AS, or similar support is being or was provided to any NGA office(s), the proposal must include:

- The name of the NGA office receiving the support;
- The prime contract number;
- Identification of proposed team member (sub-awardee, consultant) providing the support; and
- An OCI mitigation plan in accordance with FAR 9.5.

The Government will evaluate OCI mitigation plans to avoid, neutralize or mitigate potential OCI issues before award and to determine whether it is in the Government's interest to grant a waiver. The Government will only evaluate OCI mitigation plans for proposals that are determined selectable under the BAA evaluation criteria and funding availability.

The Government may require proposers to provide additional information to assist the Government in evaluating the proposer's OCI mitigation plan.

If the Government determines that a proposer failed to fully disclose an OCI; or failed to provide the affirmation of NGA support as described above; or failed to reasonably provide additional information requested by the Government to assist in evaluating the proposer's OCI mitigation plan, the Government may reject the proposal and withdraw it from consideration for award.

OCI affirmation and disclosures shall be included as an attachment to proposals.

3. Cost Sharing/Matching

Cost sharing is not required; however, it will be carefully considered where there is an applicable statutory condition relating to the selected funding instrument (e.g., OTs under the authority of 10 U.S.C. § 2371).

OTs for Prototypes require cost sharing unless nontraditional defense contractors are significantly involved or a waiver is granted. Typically, there is at least one nontraditional defense contractor involved, or all significant participants in the transaction must be small businesses or nontraditional defense contractors. A non-traditional defense contractor is defined as an entity that is not currently performing or has not performed in the last one-year period on any contract for the Department of Defense that is subject to full Cost Accounting Standards (CAS) coverage. If the proposing team is not composed of the required entities listed above, it is required to provide at least 1/3 cost share from their own funds, unless a case can be made for a waiver. Waivers are not common and will require significant justification. Notwithstanding these requirements, cost sharing is encouraged where there is a reasonable probability of a potential commercial application related to the proposed research and development effort. Any cost sharing arrangement should be noted in the proposed abstract and detailed in the final cost proposal.

PART IV: Abstract and Proposal Submission Information

Prior to submitting a full proposal, proposers are *strongly encouraged* to submit an abstract as described below. This process allows a proposer to ascertain whether the proposed concept is: (1) applicable to the NGA-Research Big-R BAA and (2) currently of interest. For the purposes of this BAA, applicability is defined as follows:

- The proposed concept is applicable to the technical areas described herein and the specific posted topic
- The proposed concept is important to NGA-Research's current investment portfolio
- The proposed concept investigates an innovative approach that enables revolutionary advances, i.e., will not primarily result in evolutionary improvements to the existing state of practice
- The proposed work has not already been completed (i.e., the research element is complete but manufacturing/fabrication funds are required)
- The proposer has not already received funding or a positive funding decision for the proposed concept (whether from NGA or another Government agency)

Abstracts and full proposals that are not found to be applicable to the NGA-Research Big-R BAA and within the specific topic may be deemed non-conforming and removed from consideration. All abstracts and full proposals must provide sufficient information to assess the validity/feasibility of their claims as well as comply with the requirements outlined herein for submission formatting, content and transmission to be considered. Proposers will be notified of non-conforming determinations via email.

1. Solicitation Package

This announcement, any attachments, any amendments and any references to external websites herein constitute the total solicitation. No request for proposal or additional solicitation regarding this opportunity will be issued, nor is additional information available except as provided at the Beta.Sam.Gov website (<https://beta.sam.gov>), the Grants.gov website (<https://www.grants.gov>), and the Acquisition Research Center (ARC) at (<https://acq.westfields.net>) for classified Topics, or referenced herein.

2. Content and Form of Application Submission

Abstracts and proposals shall adhere to the instructions in Part IV: Abstract and Proposal Submission Information. Attachment 2 of the BAA provides to help aid in submitting abstracts and proposals, however the content of Part IV takes precedence over the checklist.

3. General Information

Completeness of Information: Abstracts and proposals must include all of the information specified in this BAA to prevent delays in evaluation. Be sure to specify the Commercial and Government Entity (CAGE) (Code), the DUNS Number, and the Taxpayer Identification Number (TIN) with your submission. Completion of the Representations and Certifications in the System for Award Management (SAM) as well as registration in the SAM are prerequisites for receiving an award.

Use of Color in Proposals: All proposals received will be stored as electronic images. Electronic color images require a significantly larger amount of storage space than black- and-white images. As a result, color should be used only when necessary to convey specific information.

Government Property/Government Furnished Equipment and Facilities:

Non-Profit: Normally, title to equipment or other tangible property purchased with Government funds vests with nonprofit institutions of higher education or with nonprofit organizations whose primary purpose is conducting scientific research if vesting will facilitate scientific research performed for the Government.

For-profit: Organizations are expected to possess the necessary plant and equipment to conduct the proposed research. Deviations may be made on a case-by-case basis to allow for-profit organizations to purchase equipment but regulatory disposition instructions must be followed.

4. Application Process Overview

The application process comprises three stages as follows:

Stage 1 - Verify the accuracy of your Dun & Bradstreet (D&B) registration at the D&B website <http://fedgov.dnb.com/webform> before registering with the System for Award Management (SAM) Registration at <https://www.sam.gov>. Prospective proposers must be registered in SAM prior to award.

Stage 2 - Prospective proposers are encouraged, but not required, to submit abstracts prior to the submission of a complete proposal. The purpose of submitting an abstract is to minimize the labor and cost associated with the production of a detailed proposal that has little chance of being selected for funding. Feedback on an abstract will be provided to the proposer regarding the concept's scientific merit, potential contributions to the NGA mission, and affordability considering available funding. If NGA does not recommend the proposer submit a full proposal, NGA will provide feedback to the proposer regarding the rationale for this decision. Regardless of NGA's response to an abstract, proposers may submit a full proposal. A favorable response to an Abstract is not a guarantee that a proposal based on the abstract will ultimately be selected for award negotiation.

Stage 3 - Interested proposers are required to submit a proposal to be considered for award. All proposals submitted under the terms and conditions cited in this BAA will be reviewed regardless of whether a proposer submitted an abstract.

5. Abstract Preparation and Submission Information

A. Abstract Submission

An abstract of the proposed effort shall be submitted electronically, via email, to BigRBAA@nga.mil with the e-mail subject line "BIGR BAA Topic X Abstract (Company Name)". Please see Topic Amendment for specific timelines for abstract submission.

NGA will attempt to reply to abstracts within 30 calendar days. These official notifications will be emailed to the Technical POC and/or Administrative POC identified on the abstract cover sheet.

B. Abstract Format

An abstract should focus on describing details of the proposed research, including how it is innovative and how it could substantially advance the state of the science. NGA relevance and potential impact should also be described, as well as an estimate of total cost for the proposed effort. Abstracts should present the effort in sufficient detail to allow evaluation of the concept's technical merit and its potential contributions to the NGA mission.

Each abstract is limited to five (5) single-sided pages (excluding a cover page and cost estimate), unless otherwise specified in the *Appendix*, 'Topic details.' Pages submitted in excess of the abstract page limit will not be read or reviewed. All files and forms must be compiled into a single PDF file or MS Word document.

Abstract documents (excluding illustrations, tables, and required forms) must use the following page format:

- Page Size – 8 ½ x 11 inches
- Margins – 1 inch
- Spacing – single
- Font – Times New Roman, 12 point

The proposer's name, and Topic number shall be in the header of each page. The header may be included in the one-inch margins. Files must not be zipped (.zip), encrypted, or locked. A virus check must be performed before submitting the abstract. If a virus is detected, it may cause rejection of the file.

C. Cover Page:

The cover page shall include, at a minimum, the Company name, be marked as an abstract for and state the Topic/sub-Topic number and title, the BAA number, the proposed paper/approach title, and proposer's technical point of contact, telephone number, and email address. Abstract titles should indicate the focus of the proposed research. The cover page does not count toward the page limitation.

D. Abstract:

a. Goals and Impact: Clearly describe what is being proposed and what difference it will make (qualitatively and quantitatively), including brief answers to the following questions:

- What is the proposed work attempting to accomplish or do?
- How is it done today, and what are the limitations?

- What is innovative in your approach and how does it compare to the current state-of-the-art (SOA)?
 - What are the key technical challenges in your approach and how do you plan to overcome these?
 - Who will care and what will the impact be if the work is successful?
 - How much will it cost, and how long will it take?
- b. Technical Plan:** Present a plan broken out by events, milestones and metrics for success. Provide the entire schedule proposed. Include optional performance periods, if applicable.
- c. Capabilities:** Provide a brief summary of expertise of the team, including subcontractors and key personnel. A principal investigator (PI) for the project must be identified. No more than two resumes should be included as part of the abstract, and one resume must be from the PI. Resumes do not count as part of the page limit. Include a description of the team's organization including roles and responsibilities. Describe the organizational experience in this area, existing intellectual property required to complete the project, and any specialized facilities to be used as part of the project. If desired, include a brief bibliography with links to relevant papers or reports.
- d. Requests for Government Support:** The type of support, if any that the proposer requests of the Government (such as facilities, equipment, demonstration sites, test ranges, software, personnel or materials) shall be identified as Government Furnished Equipment (GFE), Government Furnished Information (GFI), Government Furnished Property (GFP), or Government Furnished Data (GFD). The proposer shall indicate any Government coordination that may be required for obtaining equipment or facilities necessary to perform any simulations or exercises that would demonstrate the proposed capability.
- e. Cost/Price:** Provide a ROM of the total estimated cost/price for the proposed research, including (a) total estimated cost/price, (b) cost/price for each task or major milestone in each period of performance of the effort and (c) any cost share (if applicable). The Government may note any issues or questions for further clarification before requesting a full proposal.

Restrictive Markings on Abstracts

The proposer must clearly identify and mark any proprietary data the proposer intends to be used only by the Government. The proposer must also identify any technical data or computer software contained in the abstract that is being provided with restrictions on its use by the Government. In the absence of such identification, the Government will assume to have unlimited rights to all technical data or computer software contained in the abstract. Records or data subject to restrictions on their use may be included in the abstract but must be clearly marked.

It is the intent of NGA to treat all abstracts as procurement sensitive information before the award and to disclose their contents only to Government employees or designated support contractors for the purpose of procurement related activities only. Classified, sensitive, or critical information on technologies should not be included in an abstract.

Proposers are cautioned, however, that portions of an abstract may be subject to release under terms of the Freedom of Information Act, 5 U.S.C. 552, as amended.

6. Full Proposal Preparation and Submission Information

Proposals consist of Volume 1: Executive Summary, Volume 2: Technical and Management Volume, Volume 3: Cost/Price Volume, Volume 4: Administrative and National Policy Requirements. The submission of other supporting materials along with the proposals is strongly discouraged and such materials will not be considered for review.

The proposal is the only vehicle available to the proposer for receiving consideration for award. The proposal must stand on its own merit. Only information provided in the proposal can be used in the evaluation process leading to an award. The proposal should be prepared simply and economically, providing straightforward, and concise descriptions of the proposed work.

Full Proposal Submission:

The full proposal submission shall be submitted electronically, via email to BigRBAA@nga.mil with the e-mail subject line "BIGR BAA Topic X Full Proposal (Company Name)". Please see Topic Amendment for specific timelines for proposal submission.

All forms requiring signature must be completed, printed, signed, and scanned into a PDF document or electronically signed.

Proposals shall be submitted in the following formats:

- The Executive Summary, Volume 1 - MS Word or Adobe PDF format.
- Technical/Management, Volume 2 - MS Word or Adobe PDF format.
- Cost/Price, Volume 3 - MS Word and Excel format.
- Administrative and National Policy Requirements, Volume 4 - MS Word or Adobe PDF format.

Proposal Format and Content:

Page Size – 8 ½ x 11 inches

Margins – 1 inch

Spacing – single

Font – Times New Roman, 12 point

Do not use acronyms or abbreviations without defining acronyms and abbreviations at the first use; place the abbreviation in parenthesis immediately following the phrase. This provides the definition for each subsequent reuse.

The proposal must be signed by the authorized institutional representative. If the electronic version of the proposal does not include a signature from the appropriate representative of the proposer, the Government Contracting Officer will determine the proposal to be non-conforming.

Grant and Cooperative Agreement Proposal Submission:

- a. Grants.gov Submission (mandatory submission portal for grant and cooperative agreement proposals). Please e-mail a courtesy copy of proposals to BigRBAA@NGA.mil. Grants.gov registration must be accomplished prior to application through this process.

Carefully follow the NGA submission instructions provided with the solicitation application package on Grants.gov. *Note: Grants.gov does not accept zipped or encrypted proposals.*

Once Grants.gov has received an uploaded proposal submission, Grants.gov will send two email messages to notify proposers that: (1) the proposal has been received by Grants.gov; and (2) the proposal has been either validated or rejected by the system. *It may take up to two business days to receive these emails.* If the proposal is validated, then the proposer has successfully submitted their proposal. If the proposal is rejected, the submission must be corrected, resubmitted and revalidated before NGA can retrieve it. If the solicitation is no longer open, the rejected proposal cannot be resubmitted. Once the proposal is retrieved by NGA, Grants.gov will send a third email to notify the proposer.

To avoid missing deadlines, Grants.gov recommends that proposers submit their proposals to Grants.gov 24-48 hours in advance of the proposal due date to provide sufficient time to complete the registration and submission process, receive email notifications and correct errors, as applicable.

Technical support for Grants.gov submissions may be reached at 1-800-518-4726 or support@grants.gov.

Note: All web links referenced in this section are subject to change by Grants.gov and may not be updated here.

Specific forms are required for submission of a proposal via Grants.gov. The forms are contained in the Application Package available through the Grants.gov application process.

In order to apply to this BAA, you will need to submit the following documents: (1) Application for Federal Assistance (Research and Related) (SF 424_3_0-V3.0), and (2) Attachments Form 1_2-V1.2, and (3) Form SF-LLL: Disclosure of Lobbying Activities

- (1) The SF 424 3_V3.0 Form is to be used as the cover page for all proposals. Authorized Organization Representative (AOR) usernames and passwords serve as “electronic signatures” when your organization submits applications through Grants.gov. By using the SF 424 (R&R), Applicants are providing the certification required by 32 CFR Part 28 regarding lobbying. The SF 424 3_0-V3.0 must be fully completed. Block 11, “Descriptive Title of Applicant’s Project,” must reference the research topic area(s) being addressed in the effort

by identifying the specific paragraph from an Amendment of this BAA (one or more of the technical “domains”)

- (2) The Attachments Form must be used to submit all required information for this BAA and applicable Topic. The fillable PDF forms may be saved to a working directory on a computer and opened and filled in using the latest compatible Adobe Reader software application recommended per the [Grants.gov](https://www.grants.gov/web/grants/applicants/applicant-faqs.html#attachments) website. Additional instructions for using the Attachment Form can be found at <https://www.grants.gov/web/grants/applicants/applicant-faqs.html#attachments>
- (3) Form SF-LLL: Disclosure of Lobbying Activities – Optional: If a proposer has lobbying activities to disclose per 31 U.S.C. 1352, it shall complete Form SF-LLL, included as an optional form in the application package, and submit it along with the other Grants.gov application forms.
- (4) All documents must be combined into a single PDF formatted file titled “HM0476-20-BAA-0001 Proposal, Topic #” and uploaded.

If you encounter any problems, contact customer support at 1-800-518-4726 or at support@Grants.gov.

A. Volume 1 –Executive Summary

Volume 1 should include the following components:

- a. Cover Page
- b. Official Transmittal Letter
- c. Table of Contents

a. Cover Page:

1. BAA number (HM0476-20-BAA-0001) and Topic/sub-Topic Number;
2. Lead organization submitting proposal (prime contractor)
3. Type of organization, selected from among the following categories: “LARGE BUSINESS,” “SMALL DISADVANTAGED BUSINESS,” “OTHER SMALL BUSINESS,” “HBCU,” “Medical Institute (MI),” “OTHER EDUCATIONAL,” “OTHER NONPROFIT” OR “OTHER BUSINESS;
4. Proposer’s reference number (if any);
5. Other team members (if applicable) and type of business for each;
6. Proposal title;
7. Technical point of contact (Program Manager or Principle Investigator) to include: salutation, last name, first name, street address, city, state, zip code, telephone, email;
8. Administrative point of contact (Contracting Officer or Award Officer) to include: salutation, last name, first name, street address, city, state, zip code, telephone, email;
9. Time frames for all phases of the project, and detailed accounts of proposed work;

10. Institutional endorsement, signature of the proposed Principal Investigator;
11. Award instrument requested: procurement contract, cooperative agreement, grant, and/or Other Transaction;
12. Contract type requested, if applicable: cost-plus-fixed-fee (CPFF), cost-contract—no fee (Grants, Cooperative Agreements), firm fixed-price, firm fixed-price level-of-effort, time and materials, labor hour;
13. Place(s) of performance, including all subcontractors and consultants;
14. Period of performance;
15. Total funds requested from NGA;
16. Proposal validity period;
17. Date proposal was submitted;
18. Taxpayer Identification Number (TIN) (<https://www.irs.gov/Individuals/International-Taxpayers/Taxpayer-Identification-Numbers-TIN>) or Employer Identification Number (EIN) pursuant to 31 U.S.C. 7701;
19. Data Universal Numbering System (DUNS) Number (<http://www.dnb.com/get-a-duns-number.html>);
20. Commercial and Government Entity (CAGE) code (<https://cage.dla.mil/Home/UsageAgree>); and
21. Proposals containing data that is not to be disclosed to the public for any purpose or used by the Government except for evaluation purposes shall include the following statement on their cover page:

“This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal. If, however, an award is made to this proposer as a result of, or in connection with, the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting award. This restriction does not limit the Government's right to use information contained in this proposal if the information has been obtained from another source without restriction.”

“The data subject to this restriction are contained in sheets xxx.”

The proposer shall also mark each sheet of data it wants to restrict with the following legend:

“Use or disclosure of data contained on this sheet is subject to the restriction on the cover page of this proposal.”

b. Official Transmittal Letter

Proposals must be signed by official(s) authorized to commit the organization to the terms of any resulting award. Applicants are requested to provide the name, address, and

telephone number of their cognizant Defense Contract Audit Agency (DCAA) office, if any.

c. Table of Contents

Proposal shall contain a table of contents laying out the full proposal by Volume and Section. The Volumes and Sections proposed should follow the format of the checklist at Attachment 2 of this BAA.

B. Volume 2 -Technical and Management

The detailed proposal portion of Volume 2, including any appendices, tables, or figures, must be **no greater than 25 pages** in length, unless otherwise specified within the topic instructions. Reviewers will not review any pages beyond the 25-page limit. The technical volume must be accompanied by a fully supported cost volume as cost and technical considerations are reviewed simultaneously. Files must not be zipped (.zip), encrypted, or locked. A virus check must be performed before submitting the proposal. If a virus is detected, it may cause rejection of the file.

As it is possible for Grants.gov to reject the proposal during submission, it is strongly recommended that proposals requesting grant awards be uploaded at least two calendar days before any deadlines established in the BAA so that they will not be received late and be ineligible for award consideration. It is also recommended to start uploading proposals at least two calendar days before the deadline to plan ahead for any potential technical and/or input problems involving the applicant's own equipment.

a. Detailed Proposal

- 1. Goals and Impact:** Clearly describe how the approach will meet the objectives defined in the Topic. Describe the innovative aspects of the project in the context of existing capabilities and approaches, clearly delineating the uniqueness and benefits of this project in the context of the state of the art, alternative approaches, and other projects from the past and present. Describe any plans to commercialize the technology, transition it to a customer, or further the work.
- 2. Technical Plan:** Outline and address technical challenges inherent in the approach and possible solutions for overcoming potential problems. This section should provide appropriate measurable milestones (quantitative if possible) at intermediate stages of the program to demonstrate progress, and a plan for achieving the milestones. The technical plan should demonstrate a deep understanding of the technical challenges and provide risk mitigation. The technical plan should identify whether the proposed work is fundamental research.
- 3. Management Plan:** Provide a summary of expertise of the team, including any subcontractors, and key personnel who will be doing the work. Identify a principal investigator for the project. Provide an organizational chart that includes the programmatic relationship of team members and their unique capabilities and/or tasking. Describe any formal teaming agreements that are required to execute this project.

4. **Capabilities:** Describe organizational experience in relevant subject area(s), existing intellectual property, specialized facilities, and any Government-furnished materials or information. Discuss any work in closely related research areas and previous accomplishments.
5. **Schedule and Milestones:** Provide a detailed schedule showing tasks (task name, duration, work breakdown structure element as applicable, performing organization), phases, milestones, and the interrelationships among tasks. The task structure must be consistent with that in the Statement of Work (SOW). Measurable milestones should be clearly articulated and defined in time relative to the start of the project. Identify and include presentations/meetings in your schedule.
6. **SOW (< 5 pages):** The SOW should clearly detail the scope of the effort and the specific research to be performed.

I. Objective: Brief overview of what you are trying to accomplish and how it advances the Topic.

II. Scope: A statement of what the SOW covers.

III. Background: Identify appropriate documents that are applicable to the effort being performed. This section includes any information, explanations, or constraints that are necessary in order to understand the requirements. It may include relationship to previous, current, and future operations, as well as techniques previously tried.

IV. Tasks:

- A clear, detailed description of tasks that represent the work to be performed. This portion of the SOW should be developed in an orderly progression and in enough detail to establish the feasibility of accomplishing the overall program goals and how it advances the Topic. The work effort should be segregated into major tasks with each of the major tasks identified in separately numbered paragraphs.
- All tasks must be definite, realistic, and clearly stated. Use “shall” whenever the work statement expresses a provision that is binding. Use “should” or “may” whenever it is necessary to express a declaration of purpose.
- If travel is identified for cost type contracts, put the following statement in the SOW: “All travel will be accomplished in accordance with FAR 31.205-46.”

V. Contract Deliverables:

- All contract deliverables associated with the proposal shall be identified and described under this section. See individual Topics for desired deliverables. A proposal may be deemed “Unacceptable” if it does not identify and clearly describe the final deliverables to the Government.
- The contractor shall provide written **Monthly Status Reports** (MSRs) that briefly summarizes the actions from the reporting month, planned activities for the next reporting month, any issues or challenges foreseen and any travel plans or notes. For cost type contracts the MSR’s shall include a summary breakdown of costs incurred for the billing month,

total costs incurred to date and an explanation of substantial variance in cost.

- Additional status reporting should be identified as individual or recurring deliverables.

VI. Quality Assurance Matrix:

- Address how quality will be measured and maintained for the proposed work being performed.

7. Bibliography (optional): Volume 2, Technical and Management, may include an attached bibliography of relevant technical papers or research notes (published and unpublished) which document the technical ideas and approach upon which the proposal is based. Copies of not more than three (3) relevant papers may be included with the submission. The bibliography and attached papers are not included in the page counts given above.

8. Identify whether the work proposed constitutes fundamental research.

C. Volume 3, Cost/Price

a. Cost Cover Page:

1. Name, address, and telephone number of the proposer's cognizant Defense Contract Management Agency (DCMA) administration office (if known);
2. Name, address, and telephone number of the proposer's cognizant Defense Contract Audit Agency (DCAA) audit office (if known)
3. Cost/Price Proposal Checklist in Attachment 3.

b. Detailed Cost/Price Volume:

The proposer should include supporting cost and pricing information (Basis of Estimate (BOE)) in sufficient detail to substantiate the summary cost estimates and should include a description of the method used to estimate costs and supporting documentation. The proposer shall provide tables included in the cost/price proposal in an editable (e.g., MS Excel) format with calculation formulas intact to allow traceability of the cost proposal numbers across the prime and subcontractors. Cost/Price Volumes shall be submitted in MS Excel and MS Word (BOE, Milestones, etc.) format. There is no page limit for the cost proposal.

The Cost/Price Volume shall justify the need for and amount of major direct expense categories, including (but not limited to) labor, equipment, and travel. The cost estimate for the proposed effort should sufficiently detail elements of cost and the need for these items to allow for meaningful evaluation. The Cost/Price Volume should clearly and closely align with the planned methodology presented in the Technical/Management Volume. A cost estimate should be detailed for each task of the proposed work and should include the following:

1. All Contract Types:

- (1) Identify major cost/price items and aggregate costs per task, per phase, and for the total program. Major cost/price items include:
 - i. **Direct labor** – provide an itemized breakout of all personnel, listed by name or TBD, with labor rate (or salary), labor hours (or percent effort), and labor category. Fully burdened rates should be proposed for FFP, FFP LOE, T&M and LH contract types.
 - ii. **Subcontractor Direct labor** – provide an itemized breakout of all personnel, listed by name or TBD, with labor rate (or salary), labor hours (or percent effort), and labor category. Fully burdened rates should be proposed for FFP, FFP LOE, T&M and LH contract types.
 - iii. **Materials and Supplies** – itemized list which includes description of material, quantity, unit price, and total price. If a material factor is used based on historical purchases, provide data to justify the rate.
 - iv. **Equipment** – itemized list (Bill of Material (BOM)) which includes description of equipment, unit price, quantity, and total price. Any equipment item with a unit price over \$5,000 must include a vendor quote.
 - v. **Animal Use Costs** – itemized list of all materials, animal purchases, and per diem prices, associated with proposed animal use; include documentation supporting daily rates.
 - vi. **Travel** – provide an itemized list of travel costs to include purpose of trips, departure and arrival destinations; and projected airfare, rental car, GSA approved per diem, number of travelers, and number of days. Provide screenshots from travel website for proposed airfare and rental car, as applicable. If travel is for conference attendance, provide screenshot or web link for conference registration fee and note if the fee includes hotel cost. Conference attendance must be justified, with an explanation of how it is in the best interest of the project.
 - vii. **Other Direct Costs** (e.g., consultants, computer support, clean room fees) – Should be itemized with costs or estimated costs. Backup documentation and/or a supporting cost breakdown is required to support proposed costs with a unit price over \$5,000. An explanation of any estimating factors, including their derivation and application, must be provided. Please include a brief description of the proposers' procurement method.
- (2) A summary of total program costs by phase and year.
- (3) A summary of projected funding requirements by month, phase, or milestone for all phases of the project.
- (4) A summary of tasks that have animal or human use funding, if applicable.
- (5) The source, nature, and amount of any industry cost-sharing, if applicable.
- (6) Where the effort consists of multiple portions which could reasonably be partitioned for purposes of funding, these should be identified as options with separate cost estimates for each.
- (7) Identification of cost/pricing assumptions based on use of Government Furnished

- Property/Facilities/Information, access to Government Subject Matter Expert/s, etc.).
- (8) BOE providing rationale for labor categories and hours proposed for each task.
 - (9) (Not needed for Cost Type Contracts) A detailed list of milestones. Each milestone must include the following:
 - a. Completion Criteria
 - b. Due Date
 - c. Payment funding schedule (to include, if cost share is proposed, awardee and Government share amounts.) It is noted that, at a minimum, milestones should relate directly to accomplishment of program technical metrics as defined in the specific topic and aligned to proposer's proposed SOW.
 - d. The kick-off meeting and review meetings can be proposed as milestones with associated payment.

2. Additional information needed for Cost Awards

- A. A proposal should represent a proposer's best response to the solicitation, including cost information. The Cost/Price Volume must be sufficient to establish the reasonableness, realism, and completeness of the proposed cost/price. The Cost/Price Volume should be limited to the minimum number of pages necessary to satisfy the specific requirements set forth herein.
- B. Submission of volumes of computer-generated data to support the Cost/Price Volume is not necessary or desired. If computer-generated data is essential to support the Cost/Price Volume, it may be submitted as an addendum and must be clearly cross-referenced to the material it supports in the Cost/Price Volume.
- C. Proposers selected for a cost-type contract award must have a Defense Contract Audit Agency (DCAA)-approved accounting system (this is not applicable to Grants or Cooperative Agreements). Guidance is available at <http://www.dcaa.mil>. Proposers are encouraged to obtain DCAA accounting system approval prior to the award timeframe. Lack of a DCAA approved accounting system will prevent a cost-type contract award. While a DCAA audit is pending, a Contracting Officer may make a determination that the proposer's accounting system is acceptable in accordance with DFARS 242.7502 and the clause at DFARS 252.242-7006, Accounting System Administration.
- D. In addition to the information requested above the following specific information is required:
 - (1) Summary by cost element and profit or fee for total proposal (Profit or Fee is not applicable to Grants and Cooperative Agreements)
 - (2) **Indirect costs** including, as applicable, fringe benefits, overhead, General and Administrative (G&A) expense, and cost of money (see university vs. company specific requirements below).

- (3) **Indirect costs specific to a University proposer:** (1) Fringe Benefit Rate (provide current DHHS or ONR negotiated rate package; if calculated by other than a rate, provide University documentation identifying fringe costs by position or HR documentation if unique to each person); (2) F&A Indirect Overhead Rate (provide current DHHS or ONR negotiated rate package); (3) Tuition Remission (provide current University documentation justifying per student amount); and (4) Health Insurance/Fee (provide current University documentation justifying per student amount, if priced separately from fringe benefits with calculations included in the MS Excel workbook).
- (4) **Indirect costs specific to a Company proposer:** (1) Fee/Profit (provide rationale for proposed fee/profit percentage using criteria found in DFARS 215.404-70); and (2) Fringe Benefit/Labor OH/Material OH/G&A Rates (provide current Forwarding Pricing Rate Proposal(FPRP) or DCMA/CDAA Forward Pricing Rate Recommendation or Agreement (FPRR or FPRA). If these documents are not available, provide company historical data, preferably two years, minimum of one, to include both pool and expense costs used to generate the rates. Proposers interested in a cost type contract must have an approved DCAA accounting system (this does not apply to Grants and Cooperative Agreements).
- (5) Explanation of how labor rates are computed including base rates (actuals), fringe, and escalation, if any
- (6) Interdivisional transfers (detailed breakout of costs), if applicable
- (7) Identification of indirect rates by fiscal year and explanation of how established and base to which they apply
- (8) DD Form 1861 (if proposing facilities capital cost of money)
- (9) Subcontractor's proposal, with prime Applicant's price/cost analysis of subcontractor's proposal (if subcontract was not competed, include justification)
- (10) Any Forward Pricing Rate Agreement, DHHS rate agreement, other such approved rate information or such documentation that may assist in expediting negotiations.
- (11) Proposer must submit the DCAA document approving the cost accounting system per FAR 15.403-4 (this does not apply to Grants and Cooperative Agreements).
- (12) Prior to closing negotiations a Certificate of Current Cost/Price data will be required if proposed costs are over the TINA threshold and the Contracting Officer deems it necessary in accordance with FAR 15.403-4. (this does not apply to Grants and Cooperative Agreements).

E. Sub-contractor Cost Proposals:

Proposers must include cost information for subcontracted work. Subcontractor cost proposals must contain the same type of information and level of detail as the proposer's cost proposal. All subcontracted work must be properly identified as such. If a subcontractor elects to submit an abbreviated proposal to a proposer, it is the proposer's responsibility to see that the subcontractor simultaneously submits a complete detailed proposal properly identified directly to the Government Contracting Officer. Proposers should carry out responsibilities in accordance with FAR 15.404-3, DFARS 215.404-3 and PGI 215.404-3. The proposer's cost must:

- (1) Identify principal items/services to be subcontracted
- (2) Identify the type of contractual arrangement contemplated for each subcontract and the rationale for the same
- (3) Identify the cost or pricing data or information other than cost or pricing data submitted by each subcontractor
- (4) Provide an analysis concerning the reasonableness, realism, and completeness of each subcontractor's proposal; if the analysis is based on a comparison with prior research efforts, identify the basis on which the prior costs or prices were determined to be reasonable.

F. Grants and Cooperative Agreements

- a. Proposals requesting award of grants and cooperative agreements must be submitted through Grants.gov. The required cost volume applicable to all awards and cost, described above, must be submitted through the Attachment form available at Grants.gov.
 - (1) "Certified cost or pricing data" are not required for Grants and Cooperative Agreements.
 - (2) Grants and Cooperative Agreements do not allow for Fee/Profit for Prime or sub-Awards.

D. Volume 4, Administrative and National Policy Requirements

a. Solicitation Provisions and Award Clauses, Terms and Conditions

Solicitation provisions relevant to NGA BAAs are listed at acquisition.gov. This page also lists award clauses that, depending on their applicability, may be included in the terms and conditions of awards resultant from NGA solicitations. This list is not exhaustive and the clauses, terms and conditions included in a resultant award will depend on the nature of the research effort, the specific award instrument, the type of awardee, and any applicable security or publication restrictions.

For terms and conditions specific to grants and/or cooperative agreements, see the DoD General Research Terms and Conditions (latest version) at <http://www.onr.navy.mil/ContractsGrants/submit-proposal/grants-proposal/grants-terms-conditions>.

The above information serves to inform potential proposers and awardees of proposal requirements and award terms and conditions to which they may have to adhere.

All Proposals

- (1) Representations and certifications shall be completed by successful applicants prior to award. FAR Online Representations and Certifications are to be completed through SAM at

<https://www.SAM.gov>. As appropriate, DFARS and contract-specific certification packages will be provided to the contractor for completion prior to award.

Grant and Cooperative Agreement Proposals:

(1) Grant awards greater than \$100,000.00 require a certification of compliance with a national policy mandate concerning lobbying. Statutes and Government-wide regulations require the certification to be submitted prior to award. When submitting your grant proposal through Grants.gov, by completing blocks 18 and 19 of the (Research and Related) (SF 424_3_0-V3.0), the grant applicant is providing the certification on lobbying required by 32 CFR Part 28; otherwise a copy signed by the AOR must be provided. Below is the required certification:

32 CFR Appendix A to Part 28 – Certification Regarding Lobbying:

Certification for Contracts, Grants, Loans, and Cooperative Agreements the undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than 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 in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit SF-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

(2) In accordance with Continuing Appropriations Act, 2017 (Pub. L. 114-223), or any other Act that extends to fiscal year (FY) 2020 funds the same prohibitions as contained in section 743,

division E, title VII, of the Consolidated Appropriations Act, 2016 (Pub. L. 114-113), none of the funds appropriated or otherwise made available by that or any other Act may be made available for a grant or cooperative agreement with an entity that requires its employees or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting those employees or contractors from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive the information.

Other Transaction Proposals:

Terms and Conditions will be negotiated at the time of award.

b. Policy Requirements:

The following list provides notable national policy requirements that may be applicable to an award.

i. Subcontracting (Applicable to Procurement Contracts)

Contracts: Pursuant to Section 8(d) of the Small Business Act (15 U.S.C. § 637(d)), it is the policy of the Government to enable small business and small disadvantaged business (SDB) concerns to be considered fairly as subcontractors. All other than U.S. small businesses proposing contracts expected to exceed \$700,000.00 and that have subcontracting possibilities are required to submit a subcontracting plan IAW FAR 19.702(a), and shall do so with their proposal.

Subcontracting plans are determined to be acceptable or unacceptable based on the criteria established at FAR 19.705-4 and DFARS 219.705-4. Subcontracting goals are established by the Government on an individual contract basis and should result in realistic, challenging and attainable goals that, to the greatest extent possible, maximize small business participation in subcontracting for Small Business, Small Disadvantaged Business (SDB), Woman-Owned Small Business (WOSB), Economically-Disadvantaged Women-Owned Small Business (EDWOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), Veteran-Owned Small Business (VOSB), and Historically Underutilized Business Zone (HUBZone) Small Business consistent with applicants' make-or-buy policy, the pool of and availability of qualified and capable small business subcontractors, their performance on subcontracts, and existing relationships with suppliers.

Subcontracting goals should result in efficient contract performance in terms of cost, schedule, and performance and should not result in increased costs to the Government or undue administrative burden to the prime contractor. For reference, DoD Small Business Subcontracting Goals may be found at: <http://www.acq.osd.mil/osbp/statistics/sbProgramGoals.shtml>.

ii. Intellectual Property

Proposers should note that the Government does not intend to own the intellectual property, including technical data/computer software, developed under this BAA. Instead, the Government

will acquire the right to use the intellectual property and awardees may freely use the same intellectual property for their own commercial purposes (unless restricted by U.S. export control laws or security classification). Therefore, intellectual property developed under this solicitation will remain the property of the awardees, though NGA will have license rights in intellectual property developed through awards under this BAA.

iii. Proprietary and Otherwise Restricted Computer Software and Technical Data

Proposers who desire to use computer software or technical data that is proprietary or has other restrictions on its use as part of their proposed approach shall:

- (1) clearly identify such software/data and its proposed particular use(s);
- (2) explain the restrictions on the Government's use of the software/data;
- (3) explain how the Government will be able to reach its program goals (including transition) within the proprietary/restricted use model offered; and
- (4) provide possible nonproprietary/non-restricted alternatives in any area that might present transition difficulties or increased risk or cost to the Government under the proposed proprietary/restricted use solution.

iv. Commercial Tools

Proposers expecting to use, but not to deliver, commercial tools or other materials in implementing their approach may be required to indemnify the Government against legal liability arising from such use.

v. Intellectual Property Representations

All proposers must provide a good faith representation of either ownership or possession of appropriate licensing rights to all intellectual property to be used for the proposed project.

vi. Patents

All proposers must include documentation proving ownership or possession of appropriate licensing rights to all patented inventions to be used for the proposed project. If a patent application has been filed for an invention, but it includes proprietary information and is not publicly available, a proposer must provide documentation that includes:

- a. the patent application number;
- b. inventor name(s);
- c. assignee names (if any);
- d. filing date;
- e. filing date of any related provisional application;

- f. summary of the patent; and
- g. either:
 - a representation of invention ownership; or
 - proof of possession of appropriate licensing rights in the invention (i.e., an agreement from the owner of the patent granting license to the proposer).

vii. Procurement Contracts

- **Noncommercial Items (Technical Data and Computer Software):** Proposers requesting a procurement contract must list all noncommercial technical data and computer software in which the Government will acquire less than unlimited rights. Proposers shall assert specific restrictions on those items in accordance with DFARS 252.227-7013, “Rights in Technical Data - Noncommercial Items,” and DFARS 252.227-7014, “Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation”. In the event a proposer does not submit the list, the Government will assume that it has unlimited rights to all noncommercial technical data and computer software generated, developed, and/or delivered. The Government will use the list during the evaluation process to evaluate the impact of any identified restrictions and may request additional information from the proposer, as may be necessary, to evaluate the proposer’s assertions. Failure to provide full information may result in a determination that the proposal is nonconforming.
- **Commercial Items (Technical Data and Computer Software):** Proposers requesting a procurement contract must list all commercial technical data and commercial computer software that may be used under the research project, and assert any applicable restrictions on the Government’s use of such commercial technical data and/or computer software. In the event a proposer does not submit the list, the Government will assume there are no restrictions on the Government’s use of such commercial items. The Government will use the list during the evaluation process to evaluate the impact of any identified restrictions and may request additional information from the proposer to evaluate the proposer’s assertions. Failure to provide full information may result in a determination that the proposal is nonconforming.

viii. Security Requirements

Additional security requirements, including information regarding Foreign Ownership, Control, Influence (FOCI) and participation of Foreign Nationals, dual citizens, and non-U.S. Citizens will be announced at Topic levels as Amendments to this solicitation. If additional security requirements are released at the Topic level, proposers shall adhere to the security requirements to be eligible to participate in the applicable Topic Area.

(End of Section 6 Full Proposal Preparation and Submission Information)

Note: Submissions will not be returned. The original of each submission received will be retained at NGA while the BAA is still active.

7. Handling Classified Information

A. Classified Submissions and Topics

Classified questions or comments regarding this BAA must be submitted via the classified Acquisition Resource Center (ARC) (<https://acq.westfields.net>). Note that, if a Topic is unclassified that does not preclude interested parties from submitting classified abstracts or proposals. Should a proposer wish to submit classified information, an *unclassified* email must be sent to the BigRBAA@nga.mil to notify the Contracting Officer of the intent to submit. Additionally, if a classified Topic is posted on the ARC, NGA will provide a beta.sam.gov notice that a classified Topic has been posted on the ARC site.

Proposers must first set up an account on the unclassified ARC at <https://acq.westfields.net>. Logon to the Classified ARC with same logon and password as you did on the unclassified ARC. The high side ARC website is: <https://acq.nro.ic.gov>. Once you log in, it will send an email to your high side email and you must verify using the link in the email before it will log you into the site. You must validated/activate your high side account within 24 hours of trying to login to the classified ARC or it will be disabled. If it is disabled, you must contact the ACE Helpdesk at secure 855-4ACE or unclassified 703-230-6300.

For Classified Topics, once registered and logged in at the ARC, potential Offeror's can click and select the BIG-R BAA ARC page under NGA. Proposers must use the Q&A link on that page to submit a question or comment, and to view the responses to all questions and comments, including those submitted by other organizations. For assistance, please refer to ARC 20 Users Guide under the Help Resources button at the top of the ARC page. Please email the Contracting Officer whenever a question or information is submitted to the ARC site to ensure a timely response.

Security classification guidance and direction via a SCG and/or DD Form 254, "DoD Contract Security Classification Specification," will not be provided at this time, since NGA is soliciting ideas only. If a determination is made that the award instrument may result in access to classified information, a SCG and/or DD Form 254 will be issued by NGA and attached as part of the award. Additional information on the subjects discussed in this section may be found at <http://www.dss.mil/>.

8. Other Submission Information

Proposers are warned that submission deadlines as outlined in Topic Appendixes are in Eastern Time and will be strictly enforced. When planning a response to this solicitation, proposers should take into account that some parts of the submission process may take from one business day to one month to complete (e.g., registering for a DUNS number or TIN).

NGA will acknowledge receipt of *complete* submissions via email and assign identifying numbers that should be used in all further correspondence regarding those submissions. If no confirmation is received within two business days, please contact NGA at BigRBAA@nga.mil to verify receipt.

A. Abstracts

Abstracts must be submitted per the instructions outlined herein *and received by NGA* no later than the due date and time listed in Topic Appendixes. Abstracts received after this time and date may not be reviewed.

B. Full Proposals

Full proposal packages--full proposal (Volume 1: Executive Summary, Volume 2: Technical and Management Volume, Volume 3: Cost/Price Volume, and Volume 4: Administrative and National Policy Requirements) must be submitted per the instructions outlined herein *and received by NGA* no later than the due date and time listed in the specific Topic Appendixes.

9. Other Submission Requirements

Applicants whose proposals are accepted for funding will be contacted before award to provide additional information required for award. The required information is normally limited to clarifying budget explanations, representations, certifications, and some technical aspects.

PART V: Abstract and Proposal Review Information

1. Abstract Review Criteria

During the review of the Abstracts the following will be considered in accordance with the BAA intent:

- Is the proposed concept within scope of the technical areas described herein and the specific posted topic?
- If the proposed concept is not applicable to this specific topic, should it be encouraged under another topic (i.e. is it important to NGA-Research's current investment portfolio)?
- Does the proposed concept investigate an innovative approach that enables revolutionary advances (i.e. will not primarily result in evolutionary improvements to the existing state of practice)?
- Has the proposed concept already been completed under another effort (i.e., the research element is complete but manufacturing/fabrication funds are required)?
- Has the proposer already received funding or a positive funding decision for the proposed concept (whether from NGA or another Government agency)?
- Does the abstract conform to the requested format and provide sufficient information to assess the validity/feasibility of the proposers claims?
- Does the proposed Cost/Price present an affordable path for the Government based on the Topic Area Budget.

2. Proposal Technical / Management Evaluation Criteria

A. Proposals will initially be reviewed as to whether they constitute basic, applied, or advanced technology development research. The definition of these items is as stated below:

- a. Basic research is defined as Systematic study directed toward greater knowledge or understanding of the fundamental aspects of phenomena and/or observable facts without specific applications toward processes or products in mind,
- b. Applied research is defined as Systematic study to gain knowledge or understanding necessary to determine the means by which a recognized and specific need may be met.
- c. Advanced Technology Development research includes all efforts that have moved into the development and integration of hardware for field experiments and tests.

B. Proposals will be evaluated using the following criteria listed in descending order of importance: Overall Scientific and Technical Merit; and Potential Contribution and Relevance to the NGA Mission.

(a) The Overall Scientific and Technical Merits of the proposed research;

This criterion will evaluate:

- i. the extent to which the proposed technical approach is innovative, feasible, achievable, and complete;
- ii. the extent to which the proposed technical team has the expertise and experience to accomplish the proposed tasks;
- iii. the extent to which the task descriptions and associated technical elements provided are complete and in a logical sequence with all proposed deliverables clearly defined such that achievement of the proposed goal(s) can be expected as a result of award
- iv. the extent to which the proposer's capabilities, related experience, facilities, techniques, or unique combinations of these which are integral factors for achieving the proposed objectives;
- v. the extent to which the proposer's qualifications, capabilities, and experience of the proposed principal investigator and key personnel, and institutional resources and facilities;
- vi. the extent to which the proposal identifies major technical risks and clearly defined and feasible planned mitigation efforts; and
- vii. the extent to which the proposed schedule is realistic and aligned with performance metrics.

(b) The Potential Contribution and Relevance to the NGA Mission;

This criterion will evaluate:

- i. the extent to which the potential contributions of the proposed effort to bolster the

- national security technology base, and support NGA's mission in technology investments in Geospatial intelligence;
- ii. the extent to which any proposed intellectual property restrictions may impact the Government's ability to transition the technology or create any operational limitations or dependencies; and
- iii. the extent to which the proposed work is not redundant with current known work on other NGA contracts.

3. Proposal Cost / Price Evaluation

This criterion will evaluate:

- A. the extent to which the proposed cost/price is reasonable for the technical and management approach and accurately reflect the technical goals and objectives of the solicitation;
- B. the extent to which the proposed cost/price is consistent with the proposer's Statement of Work and reflect a sufficient understanding of the costs and level of effort needed to successfully accomplish the proposed technical approach; and
- C. whether the cost/price for the prime proposer and proposed sub-awardees are substantiated by the details provided in the proposal (e.g., the type and number of labor hours proposed per task, the types and quantities of materials, equipment and fabrication costs/prices, travel and any other applicable costs/prices and the basis for the estimates).

Cost/price will be evaluated by the Contracting Officer in accordance with FAR 15.4. and is less important than the Technical/Management criteria above.

4. Security Evaluation

If Security criteria is identified at the Topic Level, the NGA Acquisition Security Team will evaluate and prepare a Security Evaluation document separately. The Security Evaluation will be done on a Pass/Fail basis to determine security eligibility and ability to satisfy NGA's requirements.

5. Review and Selection Process

A. Abstracts

Abstracts will be evaluated to determine the overall scientific and / or technical merit of the proposed research and the potential contribution to NGA's mission. The cost/price estimate (ROM) will be evaluated for affordability of the detailed technical approach.

After evaluation, abstracts will be identified as either encourage to propose or discourage from proposing. Feedback will be provided back to the proposer as to why they are or why they are not encouraged to propose. Regardless of NGA's response to an abstract, proposers may submit a full proposal.

B. Proposals

Proposals received in response to the BIG-R BAA solicitation will be evaluated in accordance with the procedures set forth below:

Step 1: A compliance check will be performed to verify that the proposal complies with all requirements detailed in this BAA and the Topic amendment the proposal is addressing; proposals that fail to do so may be deemed non-conforming and may be removed from consideration.

Step 2: Proposals will be reviewed to determine whether they constitute basic, applied, or advanced technology development research.

Step 3: For each **Technical/Management Volume** received, NGA will conduct a scientific/technical review of each conforming proposal to identify strengths, weaknesses, and deficiencies. Proposals will not be evaluated against each other since they are not submitted in accordance with a common work statement. NGA's intent is to review proposals as soon as possible after they arrive; however, proposals may be reviewed periodically for administrative reasons. Each criterion, as well as the overall proposal, will be rated based on the definitions shown below:

Technical Management Assessment Ratings	
Confidence Rating	Definition
High Confidence	The Government has high confidence that the proposer understands the requirement, has identified potential risks, proposes a sound approach, and will be successful in performing the proposed work.
Medium Confidence	The Government has medium confidence that the proposer understands the requirement, has identified potential risks, proposes a sound approach, and will be successful in performing the proposed work.
Low Confidence	The Government has low confidence that the proposer understands the requirement, has identified potential risks, proposes a sound approach, and will be successful in performing the proposed work.

Cost / Price Volumes received in response to the BIG-R BAA solicitation will be evaluated in accordance with the criteria above. In addition, in consideration of each contract type, the following will be reviewed:

Applicable to FP, T&M, and LH Contract Type Proposals:

The Government will evaluate whether the Total Evaluated Price (TEP) proposed to perform the proposed work is reasonable and whether the labor rates and any equipment proposed are balanced. The TEP is the total price of the work proposed.

Note: The Government reserves the right, at its sole discretion, to conduct a realism analysis of any of the proposals, as described at FAR 15.404-1(d)(3), if it is concerned about the proposer's technical understanding of the requirement. If a realism analysis is conducted, the analysis techniques described in FAR 15.404-1(d) will be used. The result of a price realism analysis may be used in performance risk assessments and responsibility determinations

Applicable to Cost Contract Type Proposals:

The proposed costs will be evaluated in accordance with FAR 15.4 for reasonableness and realism. The Government will perform a Cost Realism analysis pursuant to FAR 15.404-1(d).

Applicable to Grants and Cooperative Agreements

With respect to Grants and Cooperative Agreements, awards will be awarded as Cost Reimbursement only. A price reasonableness and completeness evaluation will be completed.

Administrative and National Policy Requirements Volumes received in response to the BIG-R BAA solicitation will be evaluated in accordance with the procedures set forth below:

Representation and Certifications

SAM.gov will be checked to ensure all Representations and Certifications are completed.

Grants and Cooperative Agreements

The Contracting Officer will ensure that the SF424 is filled out properly to address the certification of compliance with the national policy mandate concerning lobbying for Grants greater than \$100,000. If the SF424 is not filled out, the certification in Volume 4 shall be signed by an Authority of Record for the Company. The SF424 shall also have block 17 checked "I agree" in order to satisfy the Prohibition on Contract with Entities that Required Certain Internal Confidentiality Agreements Representation.

Small Business Sub-contracting Plan

For proposals from large businesses requesting procurement contracts, the Contracting Officer will complete a compliance check on the proposer's Small Business Sub-Contracting Plan and coordinate approval of the Plan with the NGA Small Business Office. Master, Comprehensive, and Commercial plans are acceptable and encouraged.

Security

If FOCI and Foreign National participation requirements are applicable to the Topic the proposal is addressing, NGA will evaluate this information on a Pass/Fail basis to determine security eligibility and ability to satisfy NGA's requirements.

Step 4: The Government intends to award to the proposers with the highest confidence ratings for the work proposed, subject to the availability of funding. The ratings above will be used to determine the highest rated proposals. Additional information regarding the planned number of awards may be released along with amendments for future Topic areas. Proposals submitted for each topic will be grouped into the categories below:

- Proposals for full funding;
- Proposals for partial funding;
- Proposals that would be desired if additional funding becomes available;
- Proposals that are not selectable nor recommended for funding.

6. Handling of Source Selection Information

NGA policy is to treat all submissions as source selection information (FAR 2.101 and 3.104), and to only disclose their contents to authorized personnel. Restrictive notices notwithstanding, submissions may be handled by support contractors for administrative purposes and/or to assist with technical evaluation. All NGA support contractors performing this role are expressly prohibited from performing NGA-sponsored technical research and are bound by appropriate nondisclosure agreements. Subject to the restrictions set forth in FAR 37.203(d), NGA may also request input on technical aspects of the proposals from other non-Government consultants/experts who are strictly bound by the appropriate non-disclosure requirements. By submitting an abstract or a proposal to this solicitation a contractor is granting permission to the Government to share that abstract/proposal with non-Government advisors.

PART VI: Award Administration Information

1. Selection Notices

A proposer whose proposal is recommended for award will be contacted by a Government Contracting Officer to discuss any additional information required for award. The anticipated award start date will be determined at this time. The appropriate award document, when signed by the Government Contracting Officer, is the authorizing award document.

2. Pre-Publication Review

The following applies to awards for non-fundamental research:

- A. There will be no dissemination or publication, except within and between the awardee and any sub-awardees, of information developed under this contract/agreement or contained in the reports to be furnished pursuant to this contract/agreement without prior written approval of NGA's Contracting Officer. When submitting material for written approval for open publication, the contractor/awardee must submit a request for public release to the NGA Contracting Officer at least 30 days in advance and include the following information:

- a. **Document Information** - such as document title, author, short plain-language description of technology discussed in the material (approx. three sentences or less), number of pages (or minutes of video) and document type (e.g., briefing, report, Abstract, article, or paper);
- b. **Patent Information** – state whether the program includes any subject inventions in accordance with any patent or disclosure clauses in the contract/agreement. To facilitate NGA review, a DD882 can be included to assist NGA review intended to ensure protection of contractor or government data or patent rights.
- c. **Event Information** – event type (conference, principal investigator meeting, article or paper), event date, desired date for NGA approval;
- d. **NGA Sponsor** – NGA Program Manager, NGA Technical Lead, Topic number and subject, and contract number; and
- e. **Contractor/Awardee's Information** – POC name, email and phone.

See NGA 5X252.204-7000-90 PUBLIC RELEASE OF INFORMATION (MAY 2015) in Attachment 4.

Allow 30 days for processing; due dates under 30 days require a justification. Unusual electronic file formats may require additional processing time. Copy the Contracting Officer or Contract Specialist, the PM and Technical Lead on request submittals.

3. Invoicing and Payments

A. Procurement Contracts, OTs and Cooperative Agreements: See 5X52.232-9000: Submission of Invoice-Federal Payment Center (FPC) (OCT 2017) in Attachment 4.

B. Grants:

a. Invoice and Payment Procedures. You must request payment on a monthly basis using Standard Form 270 Request for Advance or Reimbursement. Requests for payment must be submitted by email to the Award Administration Office, Grants Office, and the Program Office (See NGA Grant Agreement form for email addresses). The subject line of the email shall contain the Grant Agreement number followed by “SF270”. For example: HM0476-20-BAA_0001_SF270.

b. Electronic Funds Transfer Information. All payments will be made by electronic funds transfer to the bank account registered in System for Award Management (SAM) at <https://www.sam.gov/portal/SAM/>. You must maintain the currency of information about yourself in SAM, including information necessary to facilitate payment via Electronic Funds Transfer (EFT). We cannot be held responsible for any misdirection or loss of payment which occurs as the result of your failure to maintain correct/current EFT information within your SAM registration.

c. Questions for the Payment Office. Questions concerning specific payments should be directed to the Award Administration Office and Grants Office. The award number and voucher number will be required to inquire about the status of the payment.

4. Information Technology (Procurement Contracts Only)

All electronic and information technology acquired or created through this BAA must satisfy the accessibility requirements of Section 508 of the Rehabilitation Act (29 U.S.C. § 749d) and FAR 39.2.

Additional information, including definitions and requirements are available at:

<https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards/section-508-standards>

Requests for exceptions to these requirements shall be submitted to the Contracting Officer with an appropriate justification as soon as possible and at least 60 days prior to submission of any affected deliverable.

5. Publication of Grant Awards

Per Section 8123 of the Department of Defense Appropriations Act, 2015 (Pub. L. 113-235), all grant awards must be posted on a public website in a searchable format. To comply with this requirement, proposers requesting grant awards must submit a maximum one (1) page abstract that may be publicly posted and explains the program or project to the public. The proposer should sign the bottom of the abstract confirming the information in the Abstract is approved for public release.

Proposers are advised to provide both a signed PDF copy, as well as an editable (e.g., Microsoft word) copy. Abstracts contained in grant proposals that are not selected for award will not be publicly posted.

6. Controlled Unclassified Information, Disclosure of Information, and Compliance with Safeguarding Covered Defense Information Controls

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

DFARS 252.204-7000, “Disclosure of Information”

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

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

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

For awards where the work is considered fundamental research, the contractor will not have to implement the aforementioned requirements and safeguards. However, should the nature of the

work change during performance of the award, work not considered fundamental research will be subject to these requirements.

7. Follow-on work resulting from prototype Other Transactions:

In accordance with 10 U.S.C. 2731b(f), NGA may award a follow-on production contract or OT for any OT awarded under this BAA if: (1) the participant(s) in the OT successfully completed the entire prototype project provided for in that OT, as modified, and (2) the OT provides for the award of a follow-on production contract or OT to the participant(s).

8. Intelligence Oversight

All work and services to be performed under Awards shall be in strict compliance with procedures set forth in DoD 5240.1-R. DoD 5240.1-R is available at <http://www.dtic.mil/whs/directives/corres/pdf/524001r.pdf>

PART VII: Other Information

1. Frequently Asked Questions (FAQs)

Administrative, technical, and contractual questions should be emailed to BigRBAA@NGA.mil. All questions must be in English and must include the name, email address, and the telephone number of a point of contact.

NGA will attempt to answer questions in a timely manner; however, questions submitted within 10 days of the BAA closing date may not be answered. NGA will post a FAQ list at beta.sam.gov. The list will be updated on an ongoing basis until the BAA expiration date as stated in Part I.

2. Definitions

As used throughout this BAA, “proposer” refers to the lead organization on a submission to this BAA. The proposer is responsible for ensuring that all information required by a BAA--from all team members--is submitted in accordance with the BAA. “Awardee” refers to anyone who might receive a prime award from the Government, including recipients of procurement contracts, grants, cooperative agreements, or Other Transactions. “Sub-awardee” refers to anyone who might receive a sub-award from a prime awardee (e.g., sub-awardee, consultant, etc.).

“Conforming” is defined as having been submitted in accordance with the requirements outlined herein. If a proposal is not submitted in accordance with the requirements outlined herein, the proposal may be considered non-conforming and ineligible for award.

As used throughout this BAA, “contract” refers to the broad term of an agreement between the Government and a 3rd party.

“Procurement Contract” is a legal instrument, authorized under 31 U.S.C. 6303, which reflects a relationship between the Federal Government and a State, a local government, or other recipient when the principal purpose of the instrument is to acquire property or services for the direct benefit or use of the Federal Government.

All references to "Unlimited Rights" or "Government Purpose Rights" are intended to refer to the definitions of those terms as set forth in the Defense Federal Acquisition Regulation Supplement (DFARS) 227.

Attachment 1 – Governance Information

1. Grants and cooperative agreements for institutions of higher education, nonprofit organizations, foreign organizations, and foreign public entities are primarily governed by the following:

- a. 2CFR Part 200, as modified and supplemented by DoD’s interim implementation found at 2 CFR Part 1103
- b. 32 CFR Parts 21, 22, 26, and 28
- c. DoD Research and Development General Terms and Conditions, September 2017
<https://www.onr.navy.mil/work-with-us/manage-your-award/manage-grant-award/grants-terms-conditions>
- d. Agency-specific Research Terms and Conditions (Attachment 5)
- e. Award-specific terms and conditions

2. Grants and cooperative agreements for for-profit and nonprofit organizations exempted from Subpart E - Cost Principles of 2 CFR Part 200, are primarily governed by the following:

- a. 32 CFR Part 34 – Administrative Requirements for Grants and Agreements with For-Profit Organizations
- b. 32 CFR Parts 21, 22, 26, and 28
- c. DoD Research and Development General Terms and Conditions, September 2017
- d. Agency-specific Research Terms and Conditions
- e. Award-specific terms and conditions

3. OTAs are primarily governed by the following:

- a. 10 U.S.C 2371b
- b. Office of the Secretary of Defense implementation guidance titled Other Transactions (OT) Guide for Prototype Projects
[https://www.dau.edu/guidebooks/Shared%20Documents/Other%20Transactions%20\(OT\)%20Guide.pdf](https://www.dau.edu/guidebooks/Shared%20Documents/Other%20Transactions%20(OT)%20Guide.pdf)

4. The following websites may be accessed to obtain an electronic copy of the governing regulations and terms and conditions for procurement contracts:

- a. FAR, DFARS: <https://acquisition.gov>
- b. Code of Federal Regulations: <https://www.govinfo.gov/>
- c. NARI clauses/instructions (Attachment 5)

Contracts awarded by the NGA OCSR Division will contain, where appropriate, detailed special provisions concerning patent, rights in technical data and computer software, reporting requirements, equal employment opportunity, etc. Contracts are primarily governed by the following regulations:

- v.** Federal Acquisition Regulations (FAR)
- vi.** Defense Federal Acquisition Regulations (DFAR)
- vii.** NGA Acquisition Regulation Implementation (NARI)

Attachment 2 – Abstract and Proposal Checklist

Things to think about before submitting Abstract:

Item	Applicable To	Complete: Yes/No
Organizational Conflict of Interest	All award types	
Cost Sharing/Matching	OTs	
Verify Dun and Bradstreet Information	All award types	
Registered with System for Award Management (SAM)	All award types	
Proposed Contract Type and Award Instrument	All award types	

Abstract Preparation:

Item	Applicable To	Complete: Yes/No
Page Limit 5 Pages	All award types	
In PDF or MS Word Format	All award types	
1 Inch Margins, Single Spacing, 12 Point Times New Roman Font, 8 ½ x 11 inch page size	All award types	
Topic Number and Proposer's Name in header of each page	All award types	
Files Not Zipped	All award types	
Cover Page	All award types	
Abstract	All award types	
Proprietary Data Marked and	All award types	

Identify Data Restrictions		
Abstract email subject labeled “BIG BAA Topic X Abstract (Company Name)	All award types	

Full Proposal Preparation

Item	Applicable To	Complete: Yes/No
Proposal email subject labeled “BIG BAA Topic X Proposal (Company Name)	All award types	
All forms requiring signature in PDF Format and Signed	All award types	
Grant and Cooperative Agreement Information Submitted to Grants.gov	Grants and Cooperative Agreements	
1 Inch Margins, Single Spacing, 12 Point Times New Roman Font, 8 ½ x 11 inch page size	All award types	
Executive Summary with Cover Page, Official Transmittal Letter, and Table of Contents	All award types	
Technical/Management Volume in PDF or MS Word	All Award Types	
25 Pages	All award types	
Files Not Zipped	All award types	
Detailed Proposal	All award types	
Bibliography (optional)	All award types	

Cost/Price Volume in Excel and Word	All award types	
Sub-Contractor cost proposals	All award types	
Administrative and National Policy Requirements Volume	All award types	
Intellectual Property, Patents, and Data Rights Addressed	All award types	

Attachment 3 – Cost/Price Proposal Checklist

The following checklist is provided to assist the proposer in developing a complete and responsive Cost/Price Volume. Full instructions appear in Part IV.6. This worksheet must be included with the coversheet of the Cost/Price Proposal.

1. Are all items for the Volume 3, Cost Proposal Cover Sheet of the BAA included on your Cost Proposal cover sheet?

YES NO Appears on Page(s) [Type text]

If reply is “No”, please explain:

2. Does your Cost Proposal include (1) a summary cost buildup by Phase, (2) a summary cost buildup by Year, and (3) a detailed cost buildup of for each Phase that breaks out each task?

YES NO Appears on Page(s) [Type text]

If reply is “No”, please explain:

3. Does your cost proposal (detailed cost buildup #3 above in item 2) show a breakdown of the major cost items listed below:

Direct Labor (Labor Categories, Hours, Rates)

YES NO Appears on Page(s) [Type text]

Indirect Costs/Rates (i.e., overhead charges, fringe benefits, G&A)

YES NO

Materials and/or Equipment Appears on Page(s) [Type text]

YES NO

Subcontracts/Consultants Appears on Page(s) [Type text]

YES NO

Other Direct Costs Appears on Page(s) [Type text]

YES NO

Travel Appears on Page(s) [Type text]

YES NO

Appears on Page(s) [Type text]

If reply is “No”, please explain:

4. Have you provided documentation for proposed costs related to travel, to include purpose of trips, departure and arrival destinations and sample airfare?

YES NO Appears on Page(s) [Type text]

If reply is “No”, please explain:

5. Does your cost proposal include a complete itemized list of all material and equipment items to be purchased (a priced bill-of-materials (BOM))?

YES NO Appears on Page(s) [Type text]

If reply is “No”, please explain:

6. Does your cost proposal include vendor quotes or written engineering estimates (basis of estimate) for all material and equipment with a unit price exceeding \$5000?

YES NO Appears on Page(s) [Type text]

If reply is “No”, please explain:

7. Does your cost proposal include a clear justification for the cost of labor (written labor basis-of estimate (BOE)) providing rationale for the labor categories and hours proposed for each task?

YES NO Appears on Page(s) [Type text]

If reply is “No”, please explain:

8. Do you have subcontractors/consultants? If YES, continue to question 9. If NO, skip to question 12.

YES NO Appears on Page(s) [Type text]

9. Does your cost proposal include copies of all subcontractor/consultant technical (to include Statement of Work) and cost proposals?

YES NO Appears on Page(s) [Type text]

If reply is “No”, please explain:

10. Do all subcontract proposals include the required summary buildup, detailed cost buildup, and supporting documentation (SOW, Bill-of-Materials, Basis-of-Estimate, Vendor Quotes, etc.)?

YES NO Appears on Page(s) [Type text]

If reply is "No", please explain:

11. Does your cost proposal include copies of consultant agreements, if available?

YES NO Appears on Page(s) [Type text]

If reply is "No", please explain:

12. If requesting a FAR-based contract, does your cost proposal include a tech/cost analysis for all proposed subcontractors?

YES NO Appears on Page(s) [Type text]

If reply is "No", please explain:

Attachment 4 – OCI Disclosure and Analysis Form

1. Solicitation/Prime Contract #:		2. Program Title	
3. Contractor Name and Address		4. Telephone Number and POC	
5. Type of work to be performed under this solicitation or, if after award, under this contract			
Other NGA or IC efforts which may conflict with the work described in block 5		6. Contract Number and Program Title	
7. Brief Summary/Description of work performed under contract listed under Block 6:			
8. Relationship between requirements of Block 1 action and work performed under Block 6 action (If None, State Why):			
9. Offeror/Contractor OCI Evaluation and Assessment (If either answer is yes, attach a copy of the SOO and complete Block 10):			
(a) Does Actual OCI exist? <input type="checkbox"/> Yes <input type="checkbox"/> No			
(b) Does Potential OCI exist? <input type="checkbox"/> Yes <input type="checkbox"/> No			
10. Descriptive Summary of actual/potential OCI, including actions planned to avoid, neutralize, or mitigate conflict or potential conflict:			
11. Typed Name of Responsible Official		12. Signature	13. Date
14. Typed Name of Contracting Officer		15. Approval Signature	16. Date

INSTRUCTIONS FOR COMPLETING OCI DISCLOSURE AND ANALYSIS FORM

Blocks 1 through 5: Self-explanatory.

Block 6: Fill in the number and the short, official title by which the contract or subcontract requiring analysis and determination is formally known. This is work that has already been awarded, is being performed by your company, and requires a comparison with that work described in Blocks 1-5.

NOTE: One OCI Disclosure and Analysis Form shall be submitted for EACH NGA contract or subcontract currently being performed.

Block 7: Provide a brief, but specific, narrative summary of the SOO and work performed on the contract or subcontract listed in Block 6, including the period of performance and the value. Continue on additional pages if more space is necessary.

Block 8: Provide a brief, but specific, narrative summary of ANY relationship between the work to be performed under the action listed in Block 1 and the previous work performed under the action listed in Block 6. Please be as specific as possible by citing the specific RFP/SOO paragraph where possible. Continue on additional pages if more space is necessary.

Block 9: Place an "X" inside the appropriate brackets to indicate your responses.

Block 10: If you answer yes either to 9(a) or to 9(b), provide a summary of the actual or potential OCI. Continue on additional pages if more space is necessary.

Blocks 11, 12, and 13: Provide the name of your company official with responsibility for and authority to discuss and commit the company on matters relating to OCI issues. That official should then sign and date each form.

Blocks 14 through 16: Self-explanatory.

Attachment 5 – Clauses and Other Policy Information

1. Other Policy Information

A. Program-generated Data

Data are increasingly the key product of research and engineering endeavors. To ensure the reproducibility of results and access to source data for future research, awardees will be required to maintain and deliver any data generated during award performance (“program-generated data”) that is needed to accomplish these goals. Awardees are expected to document both the proprietary and non-proprietary products of their research to ensure the retention and potential reusability of this information. This may include:

- Raw unprocessed data, software source code and executables, build scripts, process sequence, programmatic communication and other collaboration activities;
- Data sets: rarified, experimental, test and measurement data;
- Design of experiments and simulations;
- Models or simulations (computational or mathematical);
- Recordings of various physical phenomena (including images, videos, sensor data, etc.);
- Access to and use of institutional, organizational or scientific community repositories and archives

All program-generated data will reside in NGA’s data repository. When possible, NGA may share some or all of the program-generated data with the broader research community as open data (with permission to access, reuse, and redistribute under appropriate licensing terms where required) to the extent permitted by applicable law and regulations (e.g., privacy, security, rights in data, and export control). NGA plans to enable reproducibility of results through data sharing and to establish (or contribute to) digital collections that can advance this and other scientific fields.

B. Human Subjects Research (HSR)/Animal Use

i. Human Subjects Research

Awards from proposals selected for funding are required to comply with provisions of the Common Rule 32 (32 CFR 219) on the protection of human subjects in research (http://www.access.gpo.gov/nara/cfr/waisidx_01/32cfr219_01.html), 10 USC 980, the Department of Defense Directive 3216.02 (<http://www.dtic.mil/whs/directives/corres/pdf/321602p.pdf>), and when applicable Food and Drug Administration policies and regulations.”. All proposals that are planned to involve the use of human subjects are required to include documentation of their ability to follow Federal guidelines for the protection of human subjects. This documentation includes, but is not limited to, protocol approval mechanisms, approved Institutional Review Boards (IRB), and Federal-Wide Assurances. The DoD requires secondary approval prior to work beginning involving human subject use. If your proposal is selected for funding, you will be required to provide IRB approval, the informed user consent form, and the protocol and related documents as requested for secondary approval by NGA.

j. Animal Use

Proposals selected for funding are required to comply with provisions of the (9 CFR I, Parts 1, 2, and 3) on the protection of animal subjects in research (http://www.access.gpo.gov/nara/cfr/waisidx_08/9cfrv1_08.html) and the Department of Defense Directive 3216.01 (<http://www.dtic.mil/whs/directives/corres/pdf/321601p.pdf>). If animals are to be utilized in the research effort proposed, the Offeror must complete a DoD Animal Use Protocol with supporting documentation (copies of American Association for Accreditation of Laboratory Animal Care (AALAC) accreditation and/or NIH assurance, Institutional Animal Care and Use Committee (IACUC) approval, research literature database searches, and the two most recent USDA inspection reports) and provide as part of its Proposal. Secondary DoD approval is still required by NGA prior to work beginning involving animals. The recipient shall provide their IACUC approval of specific research, and the protocol and related documents as requested for secondary approval by DoD.

C. Fundamental Research

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

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

As of the date of publication of this BAA, the Government cannot identify whether the work under this BAA may be considered fundamental research and may award instruments for fundamental and non-fundamental research or some combination thereof.

Non-fundamental research could include Geodetic Products related to imagery, imagery intelligence, or geospatial information that are, at minimum, defined as Controlled Unclassified Information (CUI) and may be classified in some cases.¹ CUI has specific handling practices, information system requirements, and publication restrictions that differ from fundamental research. NGA will apply publication or other restrictions, as necessary, if it determines that the research resulting from the proposed effort will present a high likelihood of disclosing performance characteristics of military systems or manufacturing technologies that are unique and critical to defense or otherwise defined as CUI. Any award resulting from such a determination will include a requirement for NGA permission before publishing any information or results on the program.

¹ Per 10 U.S.C. 455, CUI Registry, <https://www.archives.gov/cui/registry/category-detail/geodetic-product-info.html>,

In an effort to assist NGA in this determination, proposers should indicate in their proposal whether they believe the scope of the research included in their proposal is fundamental or not. While proposers should clearly explain the intended results of their research, the Government shall have sole discretion to determine whether the proposed research shall be considered fundamental.

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

For more information on publication restrictions, see Part VI, Award Administration Information.

For more information on CUI, please visit the CUI Registry at <https://www.archives.gov/cui/registry>.

2. Applicable NGA Provisions and Clauses

5X252.201.602-2-91 Contracting Officer's Representative (COR) (JAN 2004)

The following contracting officer's representative(s) (COR) are appointed to this contract: (use for Awards)

PRIMARY:

[FILLIN#1#(Enter Name and Title)]

[FILLIN#2#(Enter Organization, Mail Stop, E-mail, Phone and Fax Numbers)]

ALTERNATE:

[FILLIN#3#(Enter Name and Title)]

[FILLIN#4#(Enter Organization, Mail Stop, E-mail, Phone and Fax Numbers)]

For ordering contracts, the COR(s) will be identified on each delivery/task order.

The COR(s) has a written designation memorandum on file with the procurement office. This memorandum, as directed by DFARS 252.201-7000(b), specifies the extent of the COR's authority to act on behalf of the contracting officer. This authority cannot be re-delegated to any other person. The alternate COR acts in behalf of the primary COR in absence of the primary COR and is appointed through a separate memorandum.

The primary responsibilities of CORs are:

Technical Liaison. Oversees the contractor's technical effort to ensure that performance is in strict accordance with the terms and conditions of the contract. Is the primary interface between the contractor and the contracting officer on matters pertaining to the contractor's technical performance. Answers technical questions, furnishes technical instruction and guidance to the contractor relating to contract specifications, and any other instructions of a technical nature necessary to perform the work as specified in the contract. CORs are not to tell the Contractor how to perform, but only what is required of a technical nature. If doubt exists as to whether information to be furnished falls within the scope of the contract, the COR is to coordinate action with the contracting officer prior to transmitting the information to the Contractor. Promptly responds to contracting officer queries for technical information and directs the contractor to submit requests for change, deviation or waiver in writing to the contracting officer. Keeps the contracting officer informed regarding communications with the contractor in order to prevent possible misunderstandings or situations that could affect contract terms and conditions and become the basis for future claims against the Government.

Monitoring contractor performance. Ensures delivery schedules are adhered to and provides quality assurance. Provides status to the contracting officer and other program personnel to ensure compliance with the technical requirements of the contract. If performance is not proceeding satisfactorily, or if problems are anticipated, promptly notifies the contracting officer and may provide a recommended technical course of correction action. Reviews and approves progress reports, technical reports, financial/management reports and other items requiring approval. Notifies the contracting officer if such reports or items should be rejected, stating the basis for rejection.

Technical Evaluation of Contractor Proposal. Evaluates contractor proposals for modifications and provides a written technical evaluation, to include price or cost elements, to the contracting officer.

Reviewing and Approving Payments and Acceptance. Reviews invoices and progress payments for accuracy and appropriateness and reports any discrepancies and provides concurrence (or non-concurrence) to the Contracting Officer. Approves payments and accepts work on the appropriate forms for services performed or supplies delivered.

Administration of Government Property. Submits to the contracting officer and property specialist a written evaluation of the disposition of any material/property furnished by the Government that is accountable to the contract.

Security. Coordinates all security requirements of the contract with the contractor and the agency security office, to include DD254s and contractor access to NGA networks. Ensures AIS accounts of departing NGA contractor on-site personnel are cancelled expeditiously. Keeps track of any classified documents or data provided and ensures return or destruction upon completion of the contract.

Maintenance of Files. Keeps a file of all records related to the contract to include, but not limited to, the contract, e-mail correspondence, formal written correspondence, reports, receiving and

acceptance reports/forms, technical evaluations, trip reports, meeting notes, status reports, past performance reports, government property reports and closeout records.

Administration of On-Site contractor personnel information. Maintains information on contractors, prime and subs, performing on-site at NGA facilities. Coordinates with the contractors and the Human Resource Office (HRD) all contractor data changes, to include arrival and departure, names, physical location(s), NGA organization code of office responsible for contractor-occupied-space, and employer name, address and phone. Approves badging of contractors upon contractor completion and submittal of Contractor Data Input Record Form to HR and a standardized NGA non-disclosure statement.

CORs shall not direct the contractor in any manner that would be of the type of supervision or control that converts an individual who is an independent Contractor (such as a contractor employee) into a Government employee.

Notwithstanding the delegated duties listed herein, the COR does not possess the authority of a contracting officer and, therefore, shall not alter the terms and conditions of the contract in any way, to include any commitments or changes that will affect cost, price, quality, quantity, delivery, or any other term or condition of the contract. The contracting officer is the only official with the authority to enter into or modify contractual agreements or commitments. Unauthorized acts could result in personal liability.

The duties and responsibilities set forth herein are not intended to be all-inclusive. The contracting officer may delegate additional functions as deemed necessary.

COR appointment and termination on a specific contract shall be effective upon contract/order award or execution of a modification to the contract by the contracting officer.

(End of Clause)

NGA 5X252.204-7000-90 Public Release of Information (MAY 2015)

(a) Except as provided in paragraph (b) of this clause, information pertaining to this contract shall not be released to the public unless authorized by the Contracting Officer in accordance with DFARS 252.204-7000, Disclosure of Information. Requests for approval to release information pertaining to this contract shall be submitted to the Contracting Officer by means of NGA Form 5230-1, National Geospatial-Intelligence Agency Request for Clearance for Public Release.

(b) The contractor may provide past performance information regarding this contract, without Contracting Officer approval, to the Office of the Director of National Intelligence (ODNI), the Central Intelligence Agency (CIA), the National Reconnaissance Office (NRO), the National Security Agency (NSA), the Defense Intelligence Agency (DIA), and NGA to support source selections at those agencies. The contractor is responsible for the proper classification and handling of such information, and shall provide a copy of the information provided to the Contracting Officer.

(End of Clause)

5X52.09.507-9000 Organizational Conflict of Interest

As prescribed in 5X09.507, insert the following clause:

PRISM Template: 5X52.09.507-9000 Organizational Conflict of Interest (JUN 2004)

(a) The term "organizational conflict of interest" means that because of other activities or relationships with other persons, a person is unable to or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. The term "person" includes a business organization.

(b) The principals of organizational conflict of interest and descriptions thereof are set forth at FAR Subpart 9.5.

(c) If the offeror/contractor is aware of a potential organizational conflict of interest (OCI), as defined at paragraph (a) above, with respect to this procurement, the offeror shall make immediate and full disclosure in writing to the Contracting Officer.

(d) If in the performance of this contract the contractor discovers a potential organizational conflict of interest with respect to the contract, it shall make an immediate and full disclosure in writing to the Contracting Officer, which shall include a description of the actions the Contractor has taken or proposes to take to avoid, eliminate, or neutralize the conflict. In the event that the Contractor does not disclose a known potential conflict to the Contracting Officer, the Government may terminate the contract for default.

(e) If the Contractor is directed by authorized Government personnel by written tasks or verbal directions (in program review or otherwise), to perform service which the Contractor believes to constitute a potential organizational conflict of interest, the contractor is required to notify the Contracting Officer in writing of the nature of the conflict within ten (10) days after receipt of the Government directive. The Contracting Officer has the sole responsibility for determining whether a conflict does, in fact, exist. No effort shall be expended toward the performance of the services in question until a determination has been made or otherwise directed by the Contracting Officer.

(f) The Government has the unilateral right to waive one or more of the provisions of FAR Subpart 9.5 and this template, on a case-by-case basis, if it is determined by the Contracting Officer that a waiver is in the best interest of the Government. The Contractor must demonstrate to the Contracting Officer in writing that the Contractor can neutralize, mitigate or eliminate potential conflicts of interest.

(g) Any restraints negotiated in response to FAR Part 9.507-2 as a condition of award due to an organizational conflict of interest, shall be incorporated into the instant contract or Delivery/Task Order(s) as appropriate. These restraints will have duration of not more than [FILLIN#1#] years after completion of the contract effort.

(h) The Contractor shall insert Paragraphs (a) through (g) of this clause in all subcontracts.

(End of Clause)

5X52.209-9001, NGA OCI Provision for Known Developmental work (JUN 2013)

The work identified in this RFP has been determined to be developmental work under the definitions contained in the BIG-R BAA.

(End of Provision/Clause)

5X52.209-9003: Protection of Information and Nondisclosure Agreements (JUN 2009)

(a) Definitions. As used in this clause only:

(1) Protected Information and Computer Software means, unless specifically excluded by paragraph (2) below, all information and computer software, in any form or media, that in the course of performing work under this contract are disclosed to the Contractor, its subcontractors, or their employees, or to which those persons otherwise are given access to, by (i) NGA, (ii) other government agencies, (iii) foreign governments or (iv) other contractors while directly supporting NGA, which is accompanied by written legends identifying use or disclosure restrictions or disclosed under circumstances that the Contractor knows are subject to use or disclosure restrictions established in writing by the Government.

(2) Protected Information and Computer Software does not include information that:

(i) Has been released to the general public through no action of the undersigned in breach of this agreement or through no action of any other party in breach of any other obligation of confidentiality owing to the Government or the owner of the protected information or computer software;

(ii) Has been lawfully obtained by the recipient outside the course of the performance of this contract;

(iii) Has been properly licensed or provided directly by the owner (or other authorized source) of the information or computer software to the recipient to the extent so licensed or provided;

(iv) Is owned by the recipient or was developed independently of the disclosure hereunder;

or

(v) Has been disclosed to the recipient by the Government with explicit authorization to use or disclose the information for another purpose, to the extent so authorized.

(b) Use and disclosure restrictions. The Contractor shall use and disclose Protected Information and Computer Software only as necessary for the performance of the requirements of this contract.

Protected Information and Computer Software may not be used or disclosed for any other purpose, including bid or proposal preparation or business marketing, without the written approval of the Contracting Officer. Furthermore, unless otherwise directed by the Contracting Officer, the Contractor shall comply with all restrictions set forth in any legends, licenses or instructions provided to the Contractor or accompanying Protected Information and Computer Software or other written directives of the Government known to the Contractor. The use and disclosure obligations imposed by this paragraph shall expire as follows:

(1) There shall be no expiration date for the following Protected Information and Computer Software:

(i) Technical data or computer software containing Limited Rights, Restricted Rights, Government Purpose Rights, Special License Rights, or Unlimited Rights legends;

(ii) information or software marked Limited Distribution (LIMDIS);

(iii) information or software marked Source Selection Information;

(iv) contract proposal information marked pursuant to FAR 52.215-1(e) limiting its use for proposal evaluation purposes only;

(v) information and computer software marked Contractor Proprietary or a similar legend;

(vi) data known by the Contractor to be protected by the Privacy Act; and

(vii) information and software marked Controlled Unclassified Information (CUI) or For Official Use Only (FOUO).

(2) For other information or software accompanied at time of disclosure by a written legend identifying use or disclosure restriction time periods, the expiration date shall be as stated in or derived from the legend.

(3) For all other Protected Information and Computer Software, the expiration date shall be 3 years from the date the information or software is first disclosed to the Contractor.

Notwithstanding the above obligations, the Contractor is not in breach of this agreement if the Contractor uses or discloses Protected Information and Computer Software in response to an order of a court or administrative body of competent jurisdiction, but only to the extent permitted by that authority and only if the Contractor gives the Contracting Officer, to the extent practical, notice of the tribunal's order before the use or disclosure is made that allows NGA a reasonable time to object to the order.

(c) Unauthorized Use or Disclosure. The Contractor shall immediately notify the Contracting Officer of any unauthorized use or disclosure known by the Contractor of Protected Information and Computer Software in violation of the obligations contained in this clause.

(d) Disposition. At the conclusion of performance of work under this contract, the Contractor shall immediately return to the Government all Protected Information and Computer Software in its possession. Furthermore, if an employee of the Contractor who has had access to Protected Information and Computer Software is terminated or reassigned and thus is no longer performing work under this contract, the Contractor shall immediately return all Protected Information and Computer Software in the employee's possession. Moreover, if a Contractor's employee is dedicated to support a specific NGA Office or Directorate or NGA program under this contract, but is subsequently reassigned to support another NGA Office or Directorate or NGA program under this contract, the Contractor shall immediately return all Protected Information or Computer Software in the employee's possession previously furnished by the prior NGA Office or Directorate or NGA program. In lieu of returning Protected Information and Computer Software, the Contracting Officer or Contracting Officer's representative may authorize the destruction of the information or the transfer of the information to another employee of the Contractor working under the contract. Finally, this clause shall not be interpreted as preventing the Contractor from retaining records required by statutes or other clauses of this contract, such as FAR 52.215-2 Audit and Records--Negotiations.

(e) Third party beneficiaries. This clause is executed for the benefit of the Government and the owners of Protected Information and Computer Software. The Government and the owners of Protected Information and Computer Software (and their delegates, successors and assignees) are third party beneficiaries of the obligations contained in this clause who, in addition to any other legal rights they may have, are intended to have the rights of direct action against the Contractor or any person to whom the Contractor has disclosed or released Protected Information and Computer Software, to seek damages from any breach of this clause, or to otherwise enforce this clause.

(f) Duration. The above obligations imposed by this clause shall survive the termination or completion of this contract.

(g) Classified Information. This clause is in addition to and in no manner abrogates requirements, obligations or remedies regarding the protection of classified information and does not supersede the requirements of any laws, regulations, other directives or nondisclosure agreements regarding classified information.

(h) Other Restrictions. This agreement does not abrogate any other obligations currently placed upon the Contractor or which may be imposed upon the Contractor in the future by the Government or other persons; or remedies afforded those persons regarding those obligations.

(i) Nondisclosure agreements. The Contractor shall require and ensure that each of its employees who may receive or be given access to Protected Information and Computer Software signs the nondisclosure agreement provided by attachment to this contract prior to the employee performing work under this contract covered by the nondisclosure agreement. The Contractor shall maintain copies of signed nondisclosure agreements for a period of at least three years after final payment under this contract. At the direction of the Contracting Officer, the Contractor shall make those agreements available for inspection by the Contracting Officer and will furnish the Contracting Officer copies of those agreements at no additional cost to the Government if requested by the Contracting Officer.

(j) The Contractor shall include the substance of this clause in all subcontracts under this contract in which subcontractors may be disclosed or granted access to Protected Information and Computer Software.

(End of Clause)

5X52.209.9004 Use of Contractor Support (OCT 2009)

(a) The Government will use S2 Analytical Solutions for facility support only. The Government will use S2 Analytical Solutions for administrative, technical, and cost analysis support during source selection and during the term of any resulting contract. The exclusive responsibility for source selection will reside with the Government.

(b) Proprietary information submitted in response to this solicitation will be protected from unauthorized disclosure as required by Subsection 27 of the Office of Procurement Policy Act as amended (the Procurement Integrity Act)(41 U.S.C. 423) (hereinafter referred to as "the Act") as implemented in the FAR. (Insert Contractor Company Name(s) Here as Applicable) is/are bound contractually by the Protection of Information and Nondisclosure Agreements clause with respect to proprietary information. By submitting a proposal in response to this solicitation, the Contractor consents to the Government disclosing Contractor proprietary information to the aforementioned contractors for the purposes indicated.

(End of Provision)

5X52.219-9002 –SMALL BUSINESS GOAL (NOV 2013)

(a) The magnitude of this contract may require businesses to team, partner, and/or subcontract with other business concerns large and small. The Government has set a small business subcontracting goal of 15% of total contract dollars. All large business contractors will be expected to meet and maintain their approved subcontracting goals through the life of the contract in accordance with applicable statutory and regulatory requirements.

(b) Data regarding each large business contractor's small business subcontractor performance shall be provided as follows:

(1) After contract award, large business contractors shall submit data (See paragraph (2)) that identifies the small business subcontractors and work that has been awarded to them in accordance with FAR Part 52.219-9(d)(10)(ii).

(2) The NGA Program Small Business Performance slide (see template in NARI Part 5X53 – Forms) in Section J or commercial contract equivalent shall be submitted during the Program Management Review and based on the approved small business subcontracting plan that is a material requirement of this contract.

(End of Clause)

5X52.227-9001 Activities That Affect U.S. Persons (NOV 2016)

This contract is sponsored by the National Geospatial-Intelligence Agency. All work and services to be performed hereunder shall be in strict compliance with procedures contained in DoDM 5240.01.

(End of Clause)

5X52.232-9000: Submission of Invoice-Federal Payment Center (FPC) (OCT 2017) – For use in contracts paid by the FPC vendor pay office.

- (a) The contractor shall prepare each invoice in accordance with the Prompt Payment Act and email one copy of the invoice to the DOD/FPC Scott AFB, IL at FMFOINSP@nga.mil. The DOD/FPC at Scott AFB, IL requires an email copy, but will accept a hard copy that is mailed to Federal Payment Center, P.O. Box 25767, Scott AFB, IL 62225.
- (b) At the same time of submission of the invoice to the FPC vendor pay office, the contractor shall fax or email one copy to [ENTER CO's NAME, UNCLASSIFIED EMAIL ADDRESS and FAX NUMBER], and one copy to [ENTER THE COR's NAME , UNCLASSIFIED EMAIL ADDRESS AND FAX NUMBER]. The contractor shall ensure that the invoice submitted to the payment office is the same invoice that is submitted to the CO, the COR, and the designated DCAA office when clause 5X252.242-9000 is included, without alteration.
- (c) Upon receipt of the invoice, the COR will complete the receiving report and submit via the RRPT database tool. A copy of the completed receiving report shall also be provided to the Contracting Officer shown on the face of this contract/order.
- (d) Contractors wishing to check the payment status of their vouchers may do so by calling FPC Vendor Support at 636-321-5251. In addition, questions may be directed to the Contracting Officer's Representative (COR). In the absence of a COR, contact the Procurement Contracting Officer (PCO), whose name and contact information appear on the face page of this contract/order.

(End of Clause)

5X52.237-9001 Contractor Identification (JAN 2012)

The contractor shall ensure that contractor personnel, including their sub-contractor personnel, identify themselves as contractor personnel, by introducing themselves or being introduced as contractor personnel when:

- (1) attending meetings with Government personnel or contractors performing under a contract awarded to support NGA requirements,
- (2) answering government telephones,
- (3) providing any type of written or electronic mail correspondence, and

(4) working in any other situation where their actions could be construed as an official Government act or representation of the Government.

The contractor shall ensure that contractor personnel possess and properly display Government-issued identification badges when on NGA property or when attending NGA meetings not located on NGA property.

The contractor will ensure that contractor personnel, when performing in a contractor capacity, refrain from using their retired or reserve component military rank or title in all written and verbal communications.

The Government may include the results of the contractor's ability to adhere to this clause in quality assurance surveillance plans and award fee plans as part of the overall administration of this contract.

(End of Clause)

5X52.45.102-9000 Management of NGA Government Property (NOV 2016)

Management of NGA Government Property

(a) Definitions

(1) GOVERNMENT PROPERTY IN THE POSSESSION OF CONTRACTORS (PIPC) is property to which the Government has title, is in the possession of a contractor or subcontractor for use in contract performance, and is managed in the NGA Total Asset Management (TAM) system.

(2) NGA TOTAL ASSET MANAGEMENT (TAM) SYSTEM is the enterprise system for property accountability, stewardship, financial reporting, IT service management, configuration management, and certification and accreditation purposes. The NGA TAM System includes the NGA PeopleSoft Asset Management System, NGA Enterprise instance of Remedy, and other business systems that interface, connect, provide, or receive asset and asset-related information for the enterprise TAM solution.

(b) Contractor Responsibilities.

(1) PIPC

(i) The Contractor shall manage PIPC in the NGA TAM System.

(ii) The Contractor shall designate an Asset Custodian to manage PIPC in the NGA TAM system.

(2) Government-Furnished Property (GFP)

(i) The Contractor shall physically inventory all NGA GFP in its possession on an annual basis. Personnel who perform the physical inventory must not be the same individuals who maintain the property records or have custody of the property unless the Contractor's operation is too small to do otherwise.

(ii) The Contractor shall report inventory results to the NGA Security and Installation Operations Directorate, Installation Operations Office, Policy and Programs Division (SIOP) at NGA/SIOP, Mail Stop N82-SIOP, 7500 GEOINT Drive, Springfield, VA 22150 to update the NGA TAM System for each contract and subcontract that involves GFP.

(c) Government Responsibilities.

(1) The NGA Security and Installation Operations Directorate, Installation Operations Office, Policy and Programs Division (SIOP) shall perform the property administration function identified in FAR 42.302(a)(27).

(2) The Government shall provide instruction on the use of the NGA TAM System.

(3) The Government shall designate a Program Asset Manager to perform receipt and acceptance on behalf of the Government for property managed in the NGA TAM System.

(End of Clause)