

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 90	
2. CONTRACT NO.		3. SOLICITATION NO. HT001121R0004		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 17 Mar 2021	
6. REQUISITION/PURCHASE NO.		7. ISSUED BY DHA CONTRACTING OFFICE-(PS-CD) HT0011 7700 ARLINGTON BLVD FALLS CHURCH VA 22042 CODE HT0011 TEL: 703-681-1143 FAX		8. ADDRESS OFFER TO (If other than Item 7) See Item 7 CODE TEL: FAX			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in See Section L until local time (Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME LESLIE NELSON	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 703-681-4267	C. E-MAIL ADDRESS leslie.s.nelson7.civ@mail.mil
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)					
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7)		CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
				28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT Each	UNIT PRICE	AMOUNT
0001	Firm Fixed Price FFP FOB: Destination AN14				
NET AMT					
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT Each	UNIT PRICE	AMOUNT
0002	Fixed Price with EPA FP-EPA FOB: Destination AN14				
NET AMT					
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT Each	UNIT PRICE	AMOUNT
0003	Fixed Price Incentive FPI FOB: Destination AN14				
TARGET COST					
TARGET PROFIT					
TOTAL TARGET PRICE					
CEILING PRICE					
SHARE RATIO ABOVE TARGET					
SHARE RATIO BELOW TARGET					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Fixed Price with PPR FP-PPR FOB: Destination AN14		Each		

NET AMT
CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Fixed Ceiling Price with RPR FCP-RPD FOB: Destination AN14		Each		

NET AMT
CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Firm Fixed Price Level of Effort FFP-LOE FOB: Destination AN14		Each		

NET AMT
CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Cost		Each		

COST
FOB: Destination
AN14

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Cost Sharing		Each		

CS
FOB: Destination
AN14

ESTIMATED COST
SHARE RATIO

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	Cost Plus Incentive Fee		Each		

CPIF
FOB: Destination
AN14

TARGET COST
TARGET FEE

TOTAL TGT COST + FEE
MINIMUM FEE
MAXIMUM FEE

SHARE RATIO ABOVE TARGET
SHARE RATIO BELOW TARGET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	Cost Plus Award Fee CPAF FOB: Destination AN14		Each		
				ESTIMATED COST BASE FEE	
				SUBTOTAL EST COST + BASE	
				MAX AWARD FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	Cost Plus Fixed Fee CPFF FOB: Destination AN14		Each		
				ESTIMATED COST FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	Time and Materials T&M FOB: Destination AN14		Each		
				TOT ESTIMATED PRICE CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	Labor Hour LH FOB: Destination AN14		Each		
				TOT ESTIMATED PRICE CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	Firm Fixed Price FFP FOB: Destination AN14		Each		
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 OPTION	Fixed Price with EPA FP-EPA FOB: Destination AN14		Each		
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003			Each		
OPTION	Fixed Price Incentive FPI FOB: Destination AN14				
				TARGET COST	
				TARGET PROFIT	
				TOTAL TARGET PRICE	
				CEILING PRICE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004			Each		
OPTION	Fixed Price with PPR FP-PPR FOB: Destination AN14				
				NET AMT	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005			Each		
OPTION	Fixed Ceiling Price with RPR FCP-RPD FOB: Destination AN14				
				NET AMT	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006 OPTION	Firm Fixed Price Level of Effort FFP-LOE FOB: Destination AN14		Each		

NET AMT
CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007 OPTION	Cost COST FOB: Destination AN14		Each		

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1008 OPTION	Cost Sharing CS FOB: Destination AN14		Each		

ESTIMATED COST
SHARE RATIO

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1009 OPTION	Cost Plus Incentive Fee CPIF FOB: Destination AN14		Each		
				TARGET COST TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1010 OPTION	Cost Plus Award Fee CPAF FOB: Destination AN14		Each		
				ESTIMATED COST BASE FEE	
				SUBTOTAL EST COST + BASE	
				MAX AWARD FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1011 OPTION	Cost Plus Fixed Fee CPFF FOB: Destination AN14		Each		
				ESTIMATED COST FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1012	Time and Materials		Each		
OPTION	T&M				
	FOB: Destination				
	AN14				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1013	Labor Hour		Each		
OPTION	LH				
	FOB: Destination				
	AN14				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

Section C - Descriptions and Specifications

DESCRIPTIONS AND SPECIFICATION

This is an Indefinite Delivery/Indefinite Quantity (ID/IQ) multiple award contract that shall provide for a broad range of health-related research and development and support services that are of interest to the United States Department of Defense (DoD) and the Military Healthcare System (MHS). Refer to Section J, Attachment 1 for the Statement of Objectives (SOO).

The North American Industry Classification System (NAICS) for this acquisition is 541714: Research and Development in Biotechnology (except Nanobiotechnology). The small business size standard of 1,000 employees applies to this solicitation.

The DHA anticipates acquiring Health R&D Services under a range of Product Service Codes (PSC) AN11, AN12, AN13, AN14, and AN15. These service codes apply to Health R&D Services: Health Care Services in Basic Research (AN11), Applied Research (AN12), Experimental Development (AN13), R&D Administrative Expenses (AN14), and Expenses for R&D Facilities and Major Equipment (AN15). System limitations in SPS PD2 and FPDS-NG, only allow for one PSC to be selected. However, if system limitations are changed during the performance of this contract, task orders may utilize the appropriate PSC for their specific requirement (AN11-AN15).

Institutions of higher education such as colleges or universities (including Historically Black Colleges and Universities HBCUs), other nonprofit research institutions, and industrial research laboratories are encouraged to submit proposals as the prime contractor in response to this Defense Health Agency RFP, Omnibus IV. When so doing, Offerors must understand that research efforts to be performed herein may be classified for reasons of national security or as otherwise required by applicable federal statutes, regulations, or executive orders, and, therefore not governed by the provisions contained within the Federal Grant and Cooperative Agreement Act of 1977 or the National Policy on Transfer of Scientific, Technical, and Engineering Information (National Security Decision Directive 189). It is important to note that applicable regulations do include the Federal Acquisition Regulations (FAR) rather than the DoD Grant and Agreement Regulations (DoDGARs). Other regulations may include the National Industrial Security Program Operating Manual NISPOM or the HIPAA Privacy Rule pertaining to Protected Health Information. Omnibus IV provides a unique value to the medical research community facilitating both research conducted as well as support to medical research outcomes within medical treatment facilities via clinical regulatory processes and translational science & technology. Offerors from multiple disciplines, institutions, non-profits, and academia bring unique capabilities and are encouraged to offer on this solicitation to be part of the team as prime contractors.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government
0013	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
1006	Destination	Government	Destination	Government
1007	Destination	Government	Destination	Government
1008	Destination	Government	Destination	Government
1009	Destination	Government	Destination	Government
1010	Destination	Government	Destination	Government
1011	Destination	Government	Destination	Government
1012	Destination	Government	Destination	Government
1013	Destination	Government	Destination	Government

Section F - Deliveries or Performance

PERIOD OF PERFORMANCE**Base Period**

The Period of Performance (PoP) for the base period shall commence upon receipt of a fully executed contract and continue through **60 months** after contract award. The ordering period for the base period is applicable to all CLINs 0001 through 0013.

Option Period

If exercised, the PoP for the option period shall commence upon receipt of a fully executed contract modification and continue through **60 months** after contract modification. The ordering period for the option period is applicable to all CLINs 1001 through 1013.

Task Orders

The PoP for all Task Orders may extend up to **12 months** after the last day of the ordering period to achieve contract completion.

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 01-SEP-2021 TO 31-AUG-2026	N/A	N/A FOB: Destination	
0002	POP 01-SEP-2021 TO 31-AUG-2026	N/A	N/A FOB: Destination	
0003	POP 01-SEP-2021 TO 31-AUG-2026	N/A	N/A FOB: Destination	
0004	POP 01-SEP-2021 TO 31-AUG-2026	N/A	N/A FOB: Destination	
0005	POP 01-SEP-2021 TO 31-AUG-2026	N/A	N/A FOB: Destination	
0006	POP 01-SEP-2021 TO 31-AUG-2026	N/A	N/A FOB: Destination	
0007	POP 01-SEP-2021 TO 31-AUG-2026	N/A	N/A FOB: Destination	
0008	POP 01-SEP-2021 TO 31-AUG-2026	N/A	N/A FOB: Destination	
0009	POP 01-SEP-2021 TO 31-AUG-2026	N/A	N/A FOB: Destination	

0010	POP 01-SEP-2021 TO 31-AUG-2026	N/A	N/A FOB: Destination
0011	POP 01-SEP-2021 TO 31-AUG-2026	N/A	N/A FOB: Destination
0012	POP 01-SEP-2021 TO 31-AUG-2026	N/A	N/A FOB: Destination
0013	POP 01-SEP-2021 TO 31-AUG-2026	N/A	N/A FOB: Destination
1001	POP 01-SEP-2026 TO 31-AUG-2031	N/A	N/A FOB: Destination
1002	POP 01-SEP-2026 TO 31-AUG-2031	N/A	N/A FOB: Destination
1003	POP 01-SEP-2026 TO 31-AUG-2031	N/A	N/A FOB: Destination
1004	POP 01-SEP-2026 TO 31-AUG-2031	N/A	N/A FOB: Destination
1005	POP 01-SEP-2026 TO 31-AUG-2031	N/A	N/A FOB: Destination
1006	POP 01-SEP-2026 TO 31-AUG-2031	N/A	N/A FOB: Destination
1007	POP 01-SEP-2026 TO 31-AUG-2031	N/A	N/A FOB: Destination
1008	POP 01-SEP-2026 TO 31-AUG-2031	N/A	N/A FOB: Destination
1009	POP 01-SEP-2026 TO 31-AUG-2031	N/A	N/A FOB: Destination
1010	POP 01-SEP-2026 TO 31-AUG-2031	N/A	N/A FOB: Destination
1011	POP 01-SEP-2026 TO 31-AUG-2031	N/A	N/A FOB: Destination
1012	POP 01-SEP-2026 TO 31-AUG-2031	N/A	N/A FOB: Destination
1013	POP 01-SEP-2026 TO 31-AUG-2031	N/A	N/A FOB: Destination

Section H - Special Contract Requirements

CONTENTS

H1. Ordering Procedures

H2. Ramp-On/Ramp-Off

H3. Commercial Items

H4. Level of Effort

H1. Ordering Procedures

- (a) All multiple award Contractors shall be provided fair opportunity to be considered for each order, within their Market Segment(s) stated within their IDIQ contract scope, pursuant to the procedures established in this clause unless the Task Order Contracting Officer (TOCO) determines that an exception to fair opportunity (ETFO) exists or determines that a small business set aside or direct award TO is appropriate.
- a. If the TOCO determines that an ETFO exists, the number of contractors may be limited to one or more eligible contractors to submit proposals. The TOCO will determine whether an ETFO exists based on the requirements in law and regulation.
 - b. The TOCO may reserve TOs when the conditions at FAR 19.502-2 exist and shall make the determination whether the TO should be reserved for a small business socioeconomic program or issued directly to a small business concern.
 - c. The TOCO will make a determination which Market Segment a task order requirement is to be solicited within. If the TOCO makes the determination that a task order requirement falls within more than one Market Segment, then the TOCO will make a determination which Market Segment is a best fit to solicit, understanding that the TOCO may perform IDIQ wide market research (e.g., Request for Information), before posting the RFP within a specific Market Segment. The TOCO may also broadcast visibility of the RFP IDIQ wide but will restrict proposals against the Task Order Request for Proposal (TORP) to a specific Market Segment. An alternative available to the TOCO is to solicit in more than one relevant Market Segment at the same time, such that, IDIQ holders within any of the relevant Market Segments may submit an offer.
 - d. A multiple award Contractor might not have all of the competencies to offer on a task order requirement within its Market Segment(s) where the task order requirement spans more than one Market Segment. In such case, the IDIQ holder is not restricted to only those subcontractors mentioned in its IDIQ RFP proposal. Proposed subcontractors can include prime contractor holders in other Market Segments or even subcontractors with no previous Omnibus exposure. Any new subcontractors will receive concurrent default approval upon receipt of a task order award. Any subcontractors added after task order award would require

approval by the TOCO, should the TOCO make that a requirement. It is assumed that relationships with subcontractors do not violate any exclusivity between parties. The Government does not have any exclusivity requirements unless so stated by the TOCO.

- (b) Regardless of the procedures used, all proposals shall be submitted by the time specified in the TORP. All multiple award Contractors may only propose, in the prime position, on a TORP that falls within the Market Segment(s) included in the Contractor's IDIQ contract scope. The Government reserves the right to award orders without interchanges with Offerors. For actions awarded under FAR 16.505(b)(1)(iv), unsuccessful Offerors will be notified in accordance with FAR 15.503(b). For actions below the threshold specified in FAR 16.505(b)(1)(iv) notification and post award debriefings will be at the discretion of the TOCO.
- (c) In accordance with FAR 16.505(a)(10), a protest is not authorized in connection with the issuance or proposed issuance of an individual TO under \$25 million, except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract under which the order is issued.
- (d) Each TORP will identify a TO Ombudsman. The TO Ombudsman is responsible for reviewing complaints from multiple award Contractors and ensuring that all of the Contractors are afforded a fair opportunity to be considered for TOs consistent with the procedures in the contract. However, it is not within the designated TO ombudsman's authority to prevent the issuance of an order or disturb an existing order.
- (e) In accordance with FAR 16.505(b)(1)(iv) for actions valued at the amount specified (currently \$6 million) the Government will provide a post award debriefing if requested. The manner of the debriefing will be at the discretion of the TOCO.
- (f) This clause does not guarantee the Contractor issuance of any TO above the minimum guarantee stated in this contract.
- (g) Orders will be awarded using one of the following procedures:

(A) Competitive – Standard Proposal

- a. The Government issues all or a limited number of Contractors either a SOW describing specific work and data items required, anticipated performance period, critical milestones; a PWS that describes performance objectives and measurable performance standards; or, a SOO that describes the overall TO performance requirement.
- b. The Contractors shall provide the TOCO an original and copies (as specified) of a complete, detailed proposal. The proposal shall address:

- i. The comprehensive technical and management approach to accomplish the effort (to include a SOW or PWS if a SOO is issued with the TORP);
 - ii. If applicable, detailed cost or pricing data in accordance with the instructions set for in the TORP and FAR 15.403-5 (reference FAR 15.408, Table 15-2);
 - iii. Proposed schedule for completing the TO effort; and
 - iv. Any other requested and/or pertinent information.
- c. The evaluation factors for each TO will be described in the solicitation for each order.
- d. Upon proposal receipt, the Government will evaluate all proposals, engage in interchanges if determined necessary by the TOCO, and make an award to the Offeror proposing the best overall value to the Government. The final proposal for the awardee will be incorporated into the contract by reference.

(B) Competitive – Streamlined Proposal

- a. The Government issues all or a limited number of Contractors a Statement of Objectives (SOO) that describes the overall TO performance requirement; a Statement of Work (SOW) developed by the Government describing the specific work and data items required, anticipated performance period, and critical milestones; or a Performance Work Statement (PWS) that describes performance objectives and measurable performance standards.
- b. Top-Level Work Plan – Based on the SOO, SOW or PWS, the Contractors shall provide Top-level Work Plans that shall include the following information:
 - i. Executive Summary Work Plan. Maximum 5 pages, outlining the Offeror's concept of approach to satisfy the Government's technical and performance requirements.
 - ii. Rough Order of Magnitude (ROM) Performance Estimate, which includes the Offeror's total estimated ROM cost of the project with fee rate specified, the estimated period of performance, labor skill mix with the estimate of hours to complete the task and all other cost factors, i.e. materials, subcontracts, etc.
 - iii. The Government will evaluate the Top-Level Work Plans and the ROM. The Government may evaluate the Offeror's past performance on this contract.

- iv. Based on the evaluation, a selected Offeror or Offerors will be requested to submit an original and copies (as specified) of a complete, detailed written proposal. The proposal shall address:
 - 1. The comprehensive technical and management approach to accomplish the effort (to include a SOW or PWS if a SOO is issued with the RFP);
 - 2. If applicable, detailed cost or pricing data in accordance with the instructions set for in the TORP and FAR 15.403-5 (reference FAR 15.408, Table 15-2);
 - 3. Proposed schedule for completing the TO effort;
 - 4. Any other requested and/or pertinent information.
- v. Upon proposal receipt, the TOCO and Technical Representatives will evaluate the submission, engage in interchanges/negotiations if necessary and award the TO.

(C) Competitive – Proposal with Presentations

- a. The Government issues all or a limited number of Offerors a request to provide a presentation with a corresponding briefing. The format of the presentation and contents of the briefing will be provided with the TORP. The maximum number of slides or other constraints regarding size and scope of the briefing will also be specified in the initial request for presentation. The TORP will specify a due date and time for delivery of the briefing slides and the date and time appointed to the Offeror to present the briefing to the Government evaluation team. Failure to deliver the slides in accordance with the TORP will be considered a late proposal.
- b. At the specified date and time the Offeror(s) shall present their briefing to the Government evaluation team. It is anticipated that this presentation will include back and forth interchanges between the Offeror and the Government evaluation team. The purpose of these interchanges will be to enhance Government understanding of the presentation and to facilitate the Government's evaluation process. The interchanges shall not be used to materially alter the technical or cost elements of the presentation. It is anticipated that the briefing and presentation will be limited to a single submission and presentation, however, the Government will reserve the right to request revisions to the same. Based upon the evaluation of the briefing and presentations the Government will select an Offeror(s) from which to request a full written proposal. In the interest of streamlining the process it is the Government's intent to issue the amended TORP not later than 5 business days after the aforementioned presentations. The Government at its discretion may provide feedback to those Offerors not selected to submit a full proposal.
- c. The proposal shall address:

- i. The comprehensive technical and management approach to accomplish the effort (to include a SOW or PWS if a SOO is issued with the TORP);
 - ii. If applicable, detailed cost or pricing data in accordance with the instructions set for in the TORP and FAR 15.403-5 (reference FAR 15.408, Table 15-2);
 - iii. Proposed schedule for completing the TO effort;
 - iv. Any other requested and/or pertinent information.
- d. At a date and time specified in the amended TORP the Offeror will submit the proposal and if requested by the Government, provide a presentation to the Government evaluation team. As with the initial presentation it is anticipated that this presentation will include back and forth interchanges between the Offeror and the Government evaluation team. The purpose of these interchanges will be to enhance Government understanding of the proposal and to facilitate the Government's evaluation process.
- e. Upon proposal receipt and/or presentation, the TOCO and Technical Representatives will evaluate the submission, conduct negotiations as necessary and award the TO.
- h. The TOCO may make deviations to these processes due to unique circumstances as determined appropriate on individual requirements. The TOCO shall utilize FAR 16.505(b) as a guideline if a deviation to the order placement procedures is intended.

H2. Ramp-On

The Government intends to Ramp-On additional contract holders at a period in time determined by the PCO, to ensure a sufficient pre-qualified pool of contract holders. The Ramp-on process would be conducted by releasing a solicitation for full and open competition.

H3. Ramp – Off

The Government reserves the unilateral right to Off-Ramp non-performing Contractors. Off-ramping methods may result from one of the following conditions:

1. Permitting the Contractor's Omnibus IV Contract term to expire instead of exercising the optional ordering period.
2. Debarment, Suspension, or Ineligibility as defined in FAR Subpart 9.4.
3. Termination as defined in FAR Part 49

4. Failing to meet the contract standards of performance, deliverables, or compliances
5. The Government and contractor agreeing to reduce administrative burden and costs
6. Contractors who have had contractor-induced cost overruns, have any unsatisfactory performance ratings in CPARS for the Omnibus IV contract or task orders, or have not met small business participation commitments within 5% of the overall goals.

H4. Commercial Items

The commercial clauses FAR 52.212-4 and 52.212-5 are included in this solicitation by reference only in Section I. At the time of TO award, these clauses will be included and tailored for each commercial TO.

H4. Level of Effort

The following clause shall be included in all Cost Type Term Form Task Orders.

- a. This Contract is a term form of contract within the meaning of FAR 16.306(d)(2). The Contractor shall devote the following level(s) of effort during the below listed time period(s):

CLIN	HOURS	TIME PERIOD
		See Section F, Delivery Information

- b. Deviation(s) downward in any of the level(s) indicated above, within **10 percent**, will have no effect on any other provision of this Contract, including the fixed fee as part of the consideration.
- c. At any time that the Contractor has reason to believe that the deviation permitted by Paragraph b. above will be exceeded, the Contractor shall so advise the Contracting Officer for the purpose of obtaining his written consent to such deviation, or negotiating the appropriate change(s) to the cost, fixed fee, or contract period.
- d. Prior to final payment of any amount of fixed fee due the Contractor hereunder, the Contractor shall provide to the Contracting Officer a certification that he has exerted the level(s) of effort required by Paragraphs a. and b., as from time-to-time amended, or as changed by written approval of the Contracting Officer.

(End of Clause)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	JUN 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts	OCT 2016
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	AUG 2020
52.207-3	Right of First Refusal of Employment	MAY 2006
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUN 2020
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	JUN 2020
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2018
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items	OCT 2020
52.215-2	Audit and Records--Negotiation	JUN 2020
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	JUN 2020
52.215-12	Subcontractor Certified Cost or Pricing Data	JUN 2020

52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	JUN 2020
52.215-14	Integrity of Unit Prices	JUN 2020
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	JUN 2020
52.215-23	Limitations on Pass-Through Charges	JUN 2020
52.216-2	Economic Price Adjustment - Standard Supplies	JAN 1997
52.216-3	Economic Price Adjustment - Semistandard Supplies	JAN 1997
52.216-4	Economic Price Adjustment-Labor and Material	JAN 2017
52.216-5	Price Redetermination--Prospective	OCT 1997
52.216-6	Price Redetermination-Retroactive	OCT 1997
52.216-7	Allowable Cost And Payment	AUG 2018
52.216-8	Fixed Fee	JUN 2011
52.216-10	Incentive Fee	JUN 2011
52.216-11	Cost Contract--No Fee	APR 1984
52.216-16	Incentive Price Revision-Firm Target	OCT 1997
52.216-17	Incentive Price Revision-Successive Targets	OCT 1997
52.216-27	Single or Multiple Awards	OCT 1995
52.216-29	Time-and-Materials/Labor-Hour Proposal Requirements--Non-Commercial Item Acquisition With Adequate Price Competition	FEB 2007
52.216-30	Time-and-Materials/Labor-Hour Proposal Requirements--Non-Commercial Item Acquisition without Adequate Price Competition	FEB 2007
52.216-31	Time-and-Materials/Labor-Hour Proposal Requirements--Commercial Item Acquisition	FEB 2007
52.216-32	Task-Order and Delivery-Order Ombudsman	SEP 2019
52.219-3	Notice of HUBZone Set-Aside or Sole Source Award	MAR 2020
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	MAR 2020
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.219-9 Alt II	Small Business Subcontracting Plan (JUN 2020) Alternate II	NOV 2016
52.219-13	Notice of Set-Aside of Orders	MAR 2020
52.219-14	Limitations On Subcontracting	MAR 2020
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-27	Notice of Service-Disabled Veteran-Owned Small Business Set-Aside	MAR 2020
52.219-28	Post-Award Small Business Program Rerepresentation	MAY 2020
52.219-29	Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns	MAR 2020
52.219-30	Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program	MAR 2020
52.219-32	Orders Issued Directly Under Small Business Reserves	MAR 2020
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020

52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	OCT 2020
52.222-54	Employment Eligibility Verification	OCT 2015
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	JUN 2020
52.227-1 Alt I	Authorization And Consent (JUN 2020) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	JUN 2020
52.227-11	Patent Rights--Ownership By The Contractor	MAY 2014
52.228-3	Worker's Compensation Insurance (Defense Base Act)	JUL 2014
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	FEB 2013
52.230-2	Cost Accounting Standards	JUN 2020
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-1	Payments	APR 1984
52.232-2	Payments Under Fixed-Price Research And Development Contracts	APR 1984
52.232-7	Payments Under Time-And-Materials And Labor Hour Contracts	AUG 2012
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-16	Progress Payments	JUN 2020
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JAN 2017
52.232-32	Performance-Based Payments	APR 2012
52.232-32	Performance-Based Payments	APR 2012
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.234-4	Earned Value Management System	NOV 2016
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2014

52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.243-1	Changes--Fixed Price	AUG 1987
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.243-1 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II	APR 1984
52.243-1 Alt III	Changes--Fixed Price (Aug 1987) - Alternate III	APR 1984
52.243-1 Alt V	Changes--Fixed-Price (Aug 1987) - Alternate V	APR 1984
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.243-3	Changes--Time-And-Material Or Labor-Hours	SEP 2000
52.243-6	Change Order Accounting	APR 1984
52.243-7	Notification Of Changes	JAN 2017
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	OCT 2020
52.245-1	Government Property	JAN 2017
52.245-9	Use And Charges	APR 2012
52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-2 Alt I	Inspection Of Supplies Fixed Price (Aug 1996) - Alternate I	JUL 1985
52.246-2 Alt II	Inspection of Supplies--Fixed Price (Aug 1996) - Alternate II	JUL 1985
52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-6	Inspection--Time-And-Material And Labor-Hour	MAY 2001
52.246-7	Inspection Of Research And Development Fixed Price	AUG 1996
52.246-8	Inspection Of Research And Development Cost Reimbursement	MAY 2001
52.246-9	Inspection Of Research And Development (Short Form)	APR 1984
52.246-23	Limitation Of Liability	FEB 1997
52.246-24	Limitation Of Liability--High-Value Items	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.247-67	Submission Of Transportation Documents For Audit	FEB 2006
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-6 Alt IV	Termination (Cost Reimbursement) (May 2004) - Alternate IV	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-9	Default (Fixed-Priced Research And Development)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.203-7004	Display of Hotline Posters	AUG 2019

252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7006	Billing Instructions	OCT 2005
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	DEC 2019
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.216-7004	Award Fee Reduction or Denial for Jeopardizing the Health or Safety of Government Personnel.	SEP 2011
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	DEC 2019
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7012	Preference For Certain Domestic Commodities	DEC 2017
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	APR 2019
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2016
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
252.227-7038	Patent Rights--Ownership by the Contractor (Large Business)	JUN 2012
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7006	Wide Area WorkFlow Payment Instructions	DEC 2018
252.232-7007	Limitation Of Government's Obligation	APR 2014
252.232-7010	Levies on Contract Payments	DEC 2006
252.232-7012	Performance-Based Payments--Whole-Contract Basis	APR 2020
252.232-7013	Performance-Based Payments--Deliverable-Item Basis	APR 2020
252.232-7016	Notice of Progress Payments or Performance-Based Payments	APR 2020
252.232-7017	Accelerating Payments to Small Business Subcontractors--Prohibition on Fees and Consideration	APR 2020
252.235-7002	Animal Welfare	DEC 2014
252.235-7004	Protection of Human Subjects	JUL 2009
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	DEC 2019
252.242-7004	Material Management And Accounting System	MAY 2011

252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	OCT 2020
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002 (Dev)	Reporting Loss of Government Property (DEVIATION 2020- FEB 2020 O0004)	
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	DEC 2017
252.247-7023	Transportation of Supplies by Sea	FEB 2019
252.251-7000	Ordering From Government Supply Sources	AUG 2012

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the **date of award** through the **Period of Performance of the Base Period** and, if exercised, to **extend five (5) years for the option** ordering period.

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

(c) A delivery order or task order is considered "issued" when--

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either--

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$2,500.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those

supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of **\$100,000,000.00;**

(2) Any order for a combination of items in excess of **\$10,000,000,000.00;** or

(3) A series of orders from the same ordering office within **180** days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

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

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the

Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **60 days**.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within **30 days**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **132 months**.

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed **\$0.00** or the overtime premium is paid for work --

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

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

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

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

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

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

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

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

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

(End of clause)

52.244-2 SUBCONTRACTS (JUN 2020)

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

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

To be determined at the Task Order Level.

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting—

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

To be determined at the Task Order Level.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<https://www.acquisition.gov/>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Statement of Objectives	8	05-NOV-2020
Attachment 2	DD254 DoD Security Classification	3	10-NOV-2020
Attachment 3	Price Sheet	2	16-MAR-2021
Attachment 4	Self Scoring Worksheet	6	16-MAR-2021
Attachment 5	Performance Guarantee Agreement	2	05-NOV-2020
Attachment 6	PIEE Vendor Registration Instructions	7	05-JAN-2021

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2020)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541714.

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

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

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

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

() Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

X (i) 52.204-17, Ownership or Control of Offeror.

X (ii) 52.204-20, Predecessor of Offeror.

(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

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

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

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

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

(End of provision)

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)

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

Commercial and Government Entity (CAGE) code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

(b) The Offeror shall provide its CAGE code with its offer with its name and location address or otherwise include it prominently in its proposal. The CAGE code must be for that name and location address. Insert the word "CAGE" before the number. The CAGE code is required prior to award.

(c) CAGE codes may be obtained via--

(1) Registration in the System for Award Management (SAM) at www.sam.gov. If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Commercial and

Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).

(2) The DLA Commercial and Government Entity (CAGE) Branch. If registration in SAM is not required for the subject procurement, and the Offeror does not otherwise register in SAM, an Offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at <https://cage.dla.mil>.

(3) The appropriate country codification bureau. Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity's country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA at <https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx> if the foreign entity's country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus, as well as additional information on obtaining NCAGE codes, are available at <http://www.nato.int/structur/AC/135/main/links/contacts.htm>.

(d) Additional guidance for establishing and maintaining CAGE codes is available at <https://cage.dla.mil>.

(e) When a CAGE code is required for the immediate owner and/or the highest-level owner by Federal Acquisition Regulation (FAR) 52.204-17 or 52.212-3(p), the Offeror shall obtain the respective CAGE code from that entity to supply the CAGE code to the Government.

(f) Do not delay submission of the offer pending receipt of a CAGE code.

(g) If the solicitation includes FAR clause 52.204-2, Security Requirements, a subcontractor requiring access to classified information under a contract shall be identified with a CAGE code on the DD Form 254. The Contractor shall require a subcontractor requiring access to classified information to provide its CAGE code with its name and location address or otherwise include it prominently in the proposal. Each location of subcontractor performance listed on the DD Form 254 is required to reflect a corresponding unique CAGE code for each listed location unless the work is being performed at a Government facility, in which case the agency location code shall be used. The CAGE code must be for that name and location address. Insert the word "CAGE" before the number. The CAGE code is required prior to award.

(End of Provision)

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

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

(a) Definitions. As used in this provision-

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

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--

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

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

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

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

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

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

(d) Representations. The Offeror represents that--

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

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that--

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (DEC 2019)

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

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

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

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS--CERTIFICATION (JUL 2020)

(a) This provision does not apply to acquisitions below the simplified acquisition threshold or to acquisitions of commercial items as defined at FAR 2.101.

(b) Certification. [Offeror shall check either (1) or (2).]

____ (1) The Offeror certifies that--

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

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

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

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

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person

owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

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

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

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

(d) Do not submit an offer unless--

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

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

(i) Waived application under U.S.C. 2593e(d) or (e); or

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

(e) Remedies. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

52.222-56 CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (OCT 2020)

(a) The term ``commercially available off-the-shelf (COTS) item," is defined in the clause of this solicitation entitled

``Combating Trafficking in Persons" (FAR clause 52.222-50).

(b) The apparent successful Offeror shall submit, prior to award, a certification, as specified in paragraph (c) of this provision, for the portion (if any) of the contract that--

(1) Is for supplies, other than commercially available off-the-shelf items, to be acquired outside the United States, or services to be performed outside the United States; and

(2) Has an estimated value that exceeds \$550,000.

(c) The certification shall state that--

(1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons; and

(2) After having conducted due diligence, either--

(i) To the best of the Offeror's knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or

(ii) If abuses relating to any of the prohibited activities identified in 52.222-50(b) have been found, the Offeror or proposed subcontractor has taken the appropriate remedial and referral actions.

(End of provision)

52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (OCT 2014)

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

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2.

Minority institution means an institution of higher education meeting the requirements of Section 365(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k), including a Hispanic-serving institution of higher education, as defined in Section 502(a) of the Act (20 U.S.C. 1101a).

(b) Representation. The offeror represents that it--

(____) is (____) is not a historically black college or university;

(____) is (____) is not a minority institution.

(End of provision)

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

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

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (APR 2020)

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

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

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

☐ (i) Paragraph (e) applies.

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

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

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

(ii) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.

(iii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

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

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

(vi) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

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

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

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

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

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

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

____ (iii) 252.225-7020, Trade Agreements Certificate.

____ Use with Alternate I.

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

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

____ Use with Alternate I.

____ Use with Alternate II.

____ Use with Alternate III.

____ Use with Alternate IV.

____ Use with Alternate V.

____ (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

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

(e) The offeror has completed the annual representations and certifications electronically via the SAM Web site at <https://www.acquisition.gov/>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below ____ [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Clause #	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016)

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

Controlled technical information, covered contractor information system, covered defense information, cyber incident, information system, and technical information are defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting.

(b) The security requirements required by contract clause 252.204-7012 shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) For covered contractor information systems that are not part of an information technology service or system operated on behalf of the Government (see 252.204-7012(b)(2))--

(1) By submission of this offer, the Offeror represents that it will 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 <http://dx.doi.org/10.6028/NIST.SP.800-171>) that are in effect at the time the solicitation is issued or as authorized by the contracting officer not later than December 31, 2017.

(2)(i) If the Offeror proposes to vary from any of the security requirements specified by NIST SP 800-171 that are in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of—

(A) Why a particular security requirement is not applicable; or

(B) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(ii) An authorized representative of the DoD CIO will adjudicate offeror requests to vary from NIST SP 800-171 requirements in writing prior to contract award. Any accepted variance from NIST SP 800-171 shall be incorporated into the resulting contract.

(End of provision)

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

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

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

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

(End of provision)

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

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

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

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

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

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

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

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

- (1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).
- (2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.
- (3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).
- (4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

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

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

- (1) An unmanned aircraft system (UAS), or any related services or equipment, that -
 - (i) Is manufactured in the People's Republic of China or by an entity domiciled in the People's Republic of China;
 - (ii) Uses flight controllers, radios, data transmission devices, cameras, or gimbals manufactured in the People's Republic of China or by an entity domiciled in the People's Republic of China;
 - (iii) Uses a ground control system or operating software developed in the People's Republic of China or by an entity domiciled in the People's Republic of China; or
 - (iv) Uses network connectivity or data storage located in, or administered by an entity domiciled in, the People's Republic of China; or
 - (2) A system for the detection or identification of a UAS, or any related services or equipment, that is manufactured-
 - (i) In the People's Republic of China; or
 - (ii) By an entity domiciled in the People's Republic of China.
- (b) *Representations.* By submission of its offer, the Offeror represents that it will not provide or use -
- (1) A UAS, as described in paragraph (a)(1) of this provision, in the performance of any contract, subcontract, or other contractual instrument resulting from this solicitation; and
 - (2) A system for the detection or identification of a UAS, as described in paragraph (a)(2) of this provision, in the performance of any contract, subcontract, or other contractual instrument resulting from this solicitation.

(End of provision)

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

(a) Definitions. As used in this provision -

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

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

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

Person means -

- (1) A natural person, corporation, company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group;
- (2) Any governmental entity or instrumentality of a government, including a multilateral development institution (as defined in section 1701(c)(3) of the International Financial Institutions Act (22 U.S.C. 262r(c)(3))); and
- (3) Any successor, subunit, parent entity, or subsidiary of, or any entity under common ownership or control with, any entity described in paragraphs (1) or (2) of this definition.

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

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

- (1) Does not have any business operations with an authority of the Maduro regime or the government of Venezuela that is not recognized as the legitimate government of Venezuela by the United States Government; or
- (2) Has a valid license to operate in Venezuela issued by the Office of Foreign Assets Control of the Department of the Treasury.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

DHA PROVISION 1**DHA Provision 1: USE OF FORMER DOD/DEFENSE HEALTH AGENCY (DHA) EMPLOYEES AND UNIFORMED SERVICE MEMBERS IN PROPOSAL PREPARATION**

The involvement of a former DoD/DHA employee/member in an Offeror's proposal preparation may give rise to an unfair competitive advantage or the appearance thereof, if the former DoD/DHA employee/member acquired non-public, competitively-useful information in his or her former position. Such knowledge could include proprietary information of competitor's performance on past or current contracts with similar requirements or source selection sensitive information pertaining to this procurement. Consequently, the Offeror must notify the Contracting Officer *prior to* the involvement in the proposal preparation by a former DoD/DHA employee/member reasonably expected to have had access to such information. Based on the notification, the Contracting Officer will make a determination whether involvement of the former DoD/DHA employee/member in proposal preparation could create an unfair competitive advantage or appearance thereof. The Contracting Officer will further determine whether any mitigation measures taken or proposed by the Offeror are adequate to alleviate this concern or whether the Offeror will be disqualified from the competition. Failure to comply with these procedures may result in the Offeror's disqualification for award.

(End of Provision)

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2017
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
252.215-7008	Only One Offer	JUL 2019
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	JAN 2018

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an **Indefinite-Delivery Indefinite Quantity (ID/IQ)** contract(s) resulting from this solicitation.

(End of provision)

52.219-31 NOTICE OF SMALL BUSINESS RESERVE (MAR 2020)

(a) This solicitation contains a reserve for one or more small business concerns identified at 19.000(a)(3). The small business program eligibility requirements apply.

(b) The small business concern(s) eligible for participation in the reserve shall submit one offer that addresses each portion of the solicitation for which it wants to compete. Award of the contract will be based on criteria identified elsewhere in the solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Leslie Nelson
Contracting Officer
Defense Health Agency/J4 PS-CD
7700 Arlington Boulevard, RM 1M403
Falls Church, VA 22042-5100

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/>

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Defense Federal Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

252.219-7000 ADVANCING SMALL BUSINESS GROWTH (SEP 2016)

(a) This provision implements 10 U.S.C. 2419.

(b) The Offeror acknowledges by submission of its offer that by acceptance of the contract resulting from this solicitation, the Offeror may exceed the applicable small business size standard of the North American Industry Classification System (NAICS) code assigned to the contract and would no longer qualify as a small business concern for that NAICS code. (Small business size standards matched to industry NAICS codes are published by the Small Business Administration and are available at <http://www.sba.gov/content/table-small-business-size-standards>.) The Offeror is therefore encouraged to develop the capabilities and characteristics typically desired in contractors that are competitive as other-than-small contractors in this industry.

(c) For procurement technical assistance, the Offeror may contact the nearest Procurement Technical Assistance Center (PTAC). PTAC locations are available at <http://www.dla.mil/HQ/SmallBusiness/PTAC.aspx>.

(End of provision)

INSTRUCTION TO OFFERORS**L.1.0 GENERAL INSTRUCTIONS TO OFFERORS****L.1.1 GENERAL INFORMATION****L.1.1.1 Point of Contact**

The points of contact for this acquisition are listed below:

Ms. Saera Khan
Contract Specialist (CS)
Defense Health Agency
Professional Services Contracting Division (PS-CD)
Email: dha.ncr.cod-fc.mbx.dha-acq-omnibus-iv@mail.mil

Ms. Leslie Nelson
Procuring Contracting Officer (CO)
Defense Health Agency
Professional Services Contracting Division (PS-CD)
Email: dha.ncr.cod-fc.mbx.dha-acq-omnibus-iv@mail.mil

All questions, concerns or requests for clarification for this RFP shall be submitted electronically to dha.ncr.cod-fc.mbx.dha-acq-omnibus-iv@mail.mil no later than **1:00 PM Eastern Daylight Time (EDT) on March 29, 2021**. No comments, questions or inquiries shall be made of any Government person other than the points of contact listed above. Questions received after the deadline may not be responded to by the Government. All emails shall be clearly labeled in the subject line of the email with "Questions Concerning HT0011-21-R-0004." Offerors shall clearly identify the specific section of the solicitation to which each question relates when submitting

questions. Reference should be made to the solicitation Section Heading, page number of the solicitation, and specific location on the page (e.g., third paragraph) in order to facilitate the Government's response to each question. Questions shall be submitted in a Microsoft Excel file following a format similar to the table below:

Question No.	Reference	Question Category	Question
#	Solicitation or Attachments, and Section	Contract or Technical	Question

Responses to submitted questions to the RFP will be provided to all Offerors via beta.SAM at <https://www.beta.sam.gov>.

If amendments to the solicitation are issued, all Offerors must acknowledge the amendments by signing the accompanying Standard Form (SF) 30 and returning the signed SF 30 for all amendments issued with the Offeror's proposal submission. Failure to acknowledge all amendments issued by the Government may result in the proposal submitted in response to the solicitation being found non-responsive by the Government.

L.1.1.2 DEBRIEFINGS

L.1.1.2.1 Pre-award Debriefings

Offerors excluded from the competitive range or otherwise excluded from the competition before award may request a debriefing by submitting a written request to the Procuring Contracting Officer (PCO) within three (3) calendar days after receipt of the notice of exclusion from the competitive range. The Government shall make every effort to debrief unsuccessful Offerors as soon as practicable. Refer to FAR 15.505 for further instruction.

L.1.1.2.2 Post-award Debriefings

Offerors may request a debriefing by providing a written request to the PCO. The PCO will notify Offerors of the source selection decision within three (3) calendar days after award. Offerors that desire a debriefing must request one in writing within three (3) calendar days after receipt of the PCO notification. To the maximum extent practicable, debriefings will be conducted within five (5) calendar days after the Offeror's request. Refer to FAR 15.506 for further instruction.

L.1.1.3 DISCREPANCIES

If an Offeror believes the solicitation, including the instructions to Offerors, contains an error, omission or ambiguity, or is otherwise unsound, the Offeror shall immediately notify the Contracting Specialist and Procuring Contracting Officer in writing with supporting rationale at any point prior to the proposal submission deadline.

L.1.2 ORGANIZATION/DISTRIBUTION/NUMBER OF COPIES/PAGE LIMITS

The Offeror shall prepare the proposal as set forth in the Proposal Organization Table L.1.2 below. The titles and content of the volumes, as well as the page limitations shall be as specified in the table. In the event that the table conflicts with the detailed instructions in the paragraphs that follow, the detailed instructions shall take precedence.

Table L.1.2 – Proposal Organization

Volume	Volume Title	Copies	Page Limit
I	PROPOSAL DOCUMENTATION	1 original (electronic)	Unlimited
II	FACTOR 1, TECHNICAL		
	Proficiency Demonstration	1 original (electronic)	2 pages per Proficiency Demonstration Part
	Self-Scoring Worksheet		N/A
III	FACTOR 2, PAST PERFORMANCE	1 original (electronic)	
	Description Of Team		5
	Present and Past Performance Information Form		5 pages per reference (Attachment L-1)
	Organizational Change History		Unlimited
IV	FACTOR 3, SMALL BUSINESS PARTICIPATION COMMITMENT	1 original (electronic)	
	Small Business Participation Commitment Document		20
	Small Business Subcontracting Plan		Unlimited
V	FACTOR 4, PRICE	1 original (electronic)	N/A

- a. The “ORIGINAL” copy of Volumes I, II, III, IV, and V of the proposal shall be provided electronically via the Procurement Integrated Enterprise Environment (PIEE) Solicitation module under the instructions contained in this solicitation and accessed at <https://piee.eb.mil> (in the event of a conflict, the instructions on the website take precedence). Each volume shall have a cover sheet, clearly marked as volume number, Offeror’s name, solicitation title, solicitation number, and proposal date.
- b. The electronic copy of each volume shall be submitted in accordance with Paragraph L.1.3.7.
- c. Present and Past Performance Questionnaires (Attachment L-2) shall be emailed in PDF to the team e-mail address shown in Paragraph L.1.1.1, dha.ncr.cod-fc.mbx.dha-acq-omnibus-iv@mail.mil.
- d. Please note the requirements for submission of proposals contained in FAR 52.215-1 (incorporated by reference as described earlier).

L.1.3 PROPOSAL FORMAT

L.1.3.1 Guidance

This section of the Instructions to Offerors (ITO) provides general guidance for preparing proposals as well as specific instructions on the format and content of the proposal. The Offeror's proposal must include all data and information requested by the ITO and must be submitted in accordance with these instructions. Non-compliance with these instructions provided in the ITO may result in an unfavorable proposal evaluation.

L.1.3.2 Sufficient Detail

Proposals shall comply with the following guidelines:

- Be complete and respond directly to the requirements of the solicitation.
- Address the factors, sub-factors, and their related elements as listed in Section M of the solicitation.
- Be clear, concise, and include sufficient detail for effective evaluation and for substantiating the validity of stated assertions. Extraneous, repetitious, or wordy submissions are not desired and could result in lower ratings.
- Do not simply rephrase or restate the Government's requirements, but rather provide convincing rationale to address how the Offeror intends to meet the requirements.
- Assume that the Government has no prior knowledge of the Offeror's capabilities and experience, and will base its evaluation only on the information presented in the Offeror's proposal.

L.1.3.3 Validity Statement

The Offeror shall make a clear statement that the proposal is valid for the duration of the acceptance period. The Offeror shall complete the proposal validation date in block 12, Section A of the solicitation, in order to affirm the proposal is valid for 360 days or the duration of the Source Selection. In accordance with FAR 4.8 (Government Contract Files), the Government will retain one copy of all unsuccessful proposals. Unless the Offeror requests otherwise, the Government will destroy extra copies of unsuccessful proposals.

L.1.3.4 Physical Appearance of Submissions

- Elaborate brochures or documentation, detailed artwork, or other embellishments are unnecessary and are not desired.
- Proposals shall be in electronic format.
- No models, mockups, or video will be accepted.

L.1.3.5 Page Format Restrictions and Limitations

L.1.3.5.1 Page Size

Pages shall be 8.5 x 11 inches. The Government will not accept foldout sheets. Font size shall be twelve (12) point Times New Roman. Lettering within tables, charts, graphs, and figures shall be no smaller than ten (10) point Times New Roman. No double or multiple column pages will be accepted, not including tables, charts, graphs and figures. Margins on all four edges of each sheet will be at least one-inch. Proprietary statements, security markings, and page numbers shall be placed within the defined margin area. Pages shall be numbered sequentially by volume. In the event discussions are held, these page format restrictions shall apply to the Final Proposal Revisions (FPRs).

L.1.3.5.2 Page Limitations

Page limitations shall be treated as maximums. If exceeded, the excess pages will not be read or considered in the evaluation of the proposal. The excess pages will be deleted from the electronic proposal. In the event discussions are held, page limitations may be placed on responses to Evaluation Notices (ENs). Page limits, if specified for EN responses, will be identified in the letters forwarding the ENs to the Offerors.

L.1.3.5.3 Pages Counted

Each page shall be counted except the following:

- Cover pages
- Teaming arrangements (including mentor-protégé agreements) and letters of commitment
- Subject matter expertise (SME) letters of intent
- Past performance consent letters
- Client authorization letters
- Present and Past performance questionnaires (Attachment L-2)
- Tables of contents
- Revision matrix
- Glossaries of abbreviations and acronyms
- Lists of figures, tables or drawings
- Price Spreadsheet (Attachment 3)
- Self-Scoring Worksheet (Attachment 4)
- Performance Guarantee Agreements (Attachment 5) (Joint Ventures only)
- Blank pages
- Contractor Performance Assessment Reporting System (CPARS)
- Small Business Participation Commitment Calculation Template (Attachment S-1)
- Past Performance Roadmaps (reference L.4.4)

L.1.3.6 Indexing

Each volume shall contain a more detailed table of contents to delineate the sections within that volume.

L.1.3.7 Electronic Delivery

- a. Offerors shall submit their proposals electronically via the Procurement Integrated Enterprise Environment (PIEE) Solicitation Module under the instructions contained in this solicitation and accessed at <https://piee.eb.mil>. Proposals shall be submitted electronically via the PIEE Solicitation Module only. Hard copy submissions or any other submission outside of the PIEE Solicitation Module will not be accepted.

NOTE: Offerors are encouraged to register in the PIEE Solicitation Module as soon as possible. Vendor registration instructions are available at Attachment

- b. The electronic submission shall govern for the purpose of submission,

modification, and withdrawal of proposals as addressed in FAR 52.215-1 “Instructions to Offerors – Competitive Acquisition” (included by reference in this solicitation); this paragraph supplements that coverage. Offerors are responsible for submitting proposals and any proposal modifications/revisions by the date and time specified in the solicitation. Proposals submitted electronically will be considered “late” unless the Offeror completes the entire transmission of the proposal prior to the closing date and time established for receipt of proposals under this solicitation. Proposal transmission must therefore be completed **NLT 1:00 PM EDT, April 28, 2021**. Proposals received after this exact time will NOT be considered unless it meets one of the exceptions stated in FAR 52.215-1(c)(3).

- c. Each electronic file shall be clearly named. Electronic proposal files shall not contain classified data. The Offeror’s e-proposals shall be in accordance with the requirements set forth below:
 - (1) Portable document file (pdf) files shall be created using Adobe Acrobat 2017 (or earlier compatible)
 - (2) Excel files shall be created using Microsoft 2016 (or earlier compatible)

NOTE: The electronic copy shall be in Adobe Acrobat (except Microsoft Excel) portable document file (pdf) searchable text format. Offerors shall submit the following in both Microsoft Excel and Adobe pdf format:

- Government Price Spreadsheet (Attachment 3). All price information, must lend itself to review and analysis by the Government. Offerors shall include formulas and working links (within the workbook), and refrain from hidden columns and field protection (lock), to the maximum extent practicable.
- Self-Scoring Worksheet (Attachment 4).

It is the responsibility of the Offeror to ensure consistency between the Adobe pdf and Microsoft Excel submissions. Any differences or discrepancies found between the Adobe pdf and Microsoft Excel versions shall render an Offeror ineligible for award.

- d. Electronic files shall be clearly identified for each volume, section, item, etc. The Offeror shall not embed sound or video (e.g. MPEG) files into proposal files.
- e. Electronic Media additional information:
 - All text must be searchable
 - Limit colors to 256 colors at 1280 x 1024 resolution; avoid color gradients
 - Keep embedded graphics as simple as possible; large graphic files are discouraged
 - Minimize the use of scanned images (except for Adobe Acrobat requirements)
 - The PEE Solicitation portal does not support the use of self-extracting archive files (e.g., ZIP files), therefore this type of file may not be used and multiple files may be uploaded instead.

L.1.3.8 Price Information

All price information shall be addressed ONLY in the Price Volume, (Volume V). The proposed labor rate(s) shall be rounded to the nearest penny. All price information must lend itself to review and analysis by the Government and must be submitted in both Adobe pdf and Microsoft Excel formats (see further format instructions in L.1.3.7). Offerors shall include formulas and working links to the maximum extent practicable.

L.1.3.9 Volume Designation

Information required for proposal evaluation that is not found in its designated volume will be assumed to have been omitted from the proposal. Each volume shall be written on a stand-alone basis so that its contents may be evaluated without cross-referencing to other volumes of the proposal. Exceptions to the above include only teaming arrangements, letters of commitment, and small business participation commitment information which must be submitted in Volume I and Volume IV but may be cross-referenced in other volumes.

L.1.3.10 Glossary of Abbreviations and Acronyms

Each volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. Glossaries do not count against the page limitations for their respective volumes.

L.1.4 BID AND PROPOSAL COSTS

The Government will not reimburse any Offeror for bid and proposal costs associated with responding to this solicitation. The Government reserves the right to cancel this solicitation at any time without being responsible for bid and proposal costs.

L.1.5 SELF-SCORING WORKSHEET MODEL

The Government will utilize a Self-Scoring Worksheet for the Technical Factor. Offeror selected scores will not be changed by the Government. However, the Government will validate the scores based on the information provided by the Offeror. See L.3.0 and M.2.2 for more information.

L.2.0 VOLUME I – PROPOSAL DOCUMENTATION

Volume I consists of the offer to enter into a contract to perform the desired work and information for the Government to prepare the contract document and supporting file.

NOTE: If an Offeror chooses to submit a proposal for more than one (1) Market Segment, then a separate proposal shall be submitted for each. If an Offeror is selected to receive an award in more than one Market Segment, the Offeror will only receive one IDIQ contract.

L.2.1 VOLUME ORGANIZATION

The volume shall be organized according to the following outline:

- a. Table of Contents
- b. List of Tables and Drawings
- c. Glossary
- d. Documents listed in paragraphs L.2.2 through L.2.13

L.2.2 SOLICITATION/CONTRACT FORM

Completion of Blocks 12 through 16 and signature and date for Blocks 17 and 18 of the Standard Form (SF) 33 is required. Signature by the Offeror on the SF 33 constitutes an offer, which the Government may accept.

L.2.3 AUTHORIZED OFFEROR PERSONNEL

Provide the name, title, telephone number, fax number, and e-mail address of the company and division point of contact regarding decisions made with respect to the Offeror's proposal and who can obligate the Offeror contractually. Also identify those individuals authorized to negotiate with the Government.

L.2.4 GOVERNMENT OFFICES

Provide the mailing address, telephone and facility codes for the cognizant Contract Administration Office, Defense Contract Audit Agency (DCAA), Defense Contract Management Agency (DCMA) and Government Paying Office. Also provide the name, telephone and fax numbers, and e-mail address for the Administrative Contracting Officer (ACO). The aforementioned information applies to the prime contractor and (with the exception of Government paying office) major subcontractors/teaming partners.

L.2.5 COMPANY DIVISION ADDRESS, IDENTIFYING CODES AND APPLICABLE DESIGNATIONS

Provide the company's/division's street address, county, and facility code; CAGE Code; DUNS number; Taxpayer Identification Number (TIN), and size of business (large or small).

L.2.6 MARKET SEGMENT

Clearly identify which Market Segment the Offeror is submitting a proposal under.

If an Offeror chooses to submit a proposal for more than one (1) Market Segment, then a separate proposal shall be submitted for each. If an Offeror is selected to receive an award in more than one Market Segment, the Offeror will only receive one IDIQ contract. If the Offeror's prime proposal is successful for a specific Market Segment, then the Offeror will receive one IDIQ contract that will include that specific Market Segment within its scope. The IDIQ contract scope can include anywhere from one (1) to four (4) Market Segments, depending on which prime proposals are selected for contract award. An IDIQ contract holder can only propose, in the prime position, those task orders that fall within the Market Segments included in the Offeror's IDIQ contracting vehicle scope.

L.2.7 TEAM STRUCTURE

Provide the anticipated team structure. The team structure must include the prime and first tier subcontractor(s) with addresses, phone numbers and point of contact information.

L.2.7.1 TEAMING ARRANGEMENTS

In accordance with FAR 9.6, a contractor team arrangement is defined when two or more companies form a partnership or joint venture to act as a potential prime contractor; or a potential prime contractor agrees with one or more other companies to have them act as its subcontractors under a specified Government contract or acquisition program.

The Offeror shall provide a matrix of all proposed subcontractors/team members and the specific area(s) within the SOO for which they will be utilized. The matrix shall clearly identify the CAGE and DUNS for each team member.

The Offeror shall provide all Teaming Arrangements and/or Letters of Commitment from first-tier subcontractors (full copy of each agreement). The Government will consider the Offeror and first-tier subcontractor(s) as a whole "Team" when a signed Teaming Arrangement or Letter(s) of Commitment is submitted with the proposal. In the absence of these documents, the Offeror and its first-tier subcontractor(s) will not be considered a "Team" and will not be evaluated as such.

NOTE: An Offeror has the opportunity to select which Market Segment(s) the Offeror wants to submit a proposal for. The Offeror is restricted to one prime proposal and one subcontractor proposal per Market Segment. That is, they cannot be on multiple teams in a subcontractor role

within one Market Segment but can be on multiple teams not in the same Market Segment. Also, if the Offeror is proposing only in the subcontractor position, then they can only be on one team in a subcontractor role within a Market Segment.

L.2.7.1.1 Joint Ventures. Offerors that submit a proposal as a Joint Venture shall provide full and complete information on each of the participating members/companies, as well as the proposed organization itself. The Offeror shall describe whether or not the Joint Venture will be populated or unpopulated. The Offeror shall provide a complete copy of the agreement(s) that describe(s) the business arrangement between the entities, including its corporate governance construct that will be utilized to effectively manage and accomplish the work required by this contract.

The Joint Venture Offeror must also provide a fully completed and executed Attachment 5 entitled “Performance Guarantee Agreement,” from the ultimate corporate parents, which will become part of the resulting contract as a Section J attachment. In order to consider the financial or other resources of the corporate parent(s), the parent(s) must be legally bound: (i) to provide the necessary resources to the Contractor and assume all contractual obligations of the Contractor; and (ii) to provide guarantees for joint and severable liability for the performance of the Joint Venture contractor.

L.2.8 EXCEPTIONS TO TERMS AND CONDITIONS

Exceptions taken to the terms and conditions of the solicitation, or to any of its formal attachments shall be identified. Each exception shall be specifically related to each paragraph and/or specific part of the solicitation to which the exception is taken. Provide rationale in support of the exception and fully explain its impact, if any, on the performance, schedule, cost/price, and specific requirements of the solicitation. This information shall be provided in the format and content of Table L.2.8. Failure to comply with the terms and conditions of the solicitation may result in the Offeror being removed from consideration for award.

Table L.2.8 – Solicitation Exceptions

Solicitation Document	Paragraph/Page	Requirement/Portion	Rationale
Statement of Objectives (SOO), Solicitation Section, Attachment, etc.	Applicable Page and Paragraph numbers	Identify the requirement or portion to which the exception is taken	Justify/explain the basis for exception and impact on contract

L.2.9 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR(S) (SECTIONS K AND L)

The Offeror is responsible to ensure that all representations, certifications, acknowledgements, and statements provided in accordance with Sections K and L are (i) provided in the System for Award Management (SAM), <https://sam.gov/SAM/>; and (ii) if not included in the SAM database, are completed and submitted with the Proposal Documentation volume.

L.2.10 PRE-AWARD ORGANIZATIONAL CONFLICTS OF INTEREST (OCIs):

The Government has determined that there are no pre-award Organizational Conflicts of Interest (OCI) that would preclude an Offeror in receiving an IDIQ contract, with the exception of the following contractors who participated in the preparation of the statement of objectives and other related requirements documentation: Advance Concepts & Technologies International and MITRE Corporation.

Any and all OCI issues will be handled at the Task Order level by the Ordering Contracting Officer when requirements are established.

L.2.11 DEPARTMENT OF DEFENSE (DD) FORM 254 SECURITY REQUIREMENTS

Offerors shall provide information relative to the Offeror's facility clearance and the contact information for the Offeror's security office. Information relative to subcontractor security requirements shall be included. Offerors shall complete and submit Attachment 2, Department of Defense (DD) Form 254 – Contract Security Classification Specification (Attachment 2).

Offerors who choose not to submit Attachment 2 should respond to this paragraph with "N/A."

NOTE: An Offeror's eligibility for award of an IDIQ contract will not be impacted if an Offeror does not submit Attachment 2. However, an IDIQ contract holder may not compete for future Task Orders with security requirements without having an approved DD 254 attached to their IDIQ contract.

L.2.12 ACCOUNTING SYSTEM

In accordance with FAR 16.301-3, a cost-reimbursement contract may only be used when the contractor's accounting system is adequate for determining costs applicable to the contract or order. In order for an IDIQ contract holder to be eligible to compete for a Cost Type Task Order, the Offeror shall submit proof of a Government approved accounting system. Without Government approval of an accounting system, a Contractor may be ineligible to compete for a Cost Type Task Order.

Offerors shall indicate for the prime and any joint venture partners, of Government approval of its Accounting System and provide evidence of such approval(s). Offerors who do not possess Government approval of an Accounting System but are interested in competing on Cost Type Task Orders in the future should respond to this paragraph with "Y." Offerors who do not possess Government approval of an Accounting System and are not interested in competing on Cost Type Task Orders in the future should respond to this paragraph with "N/A."

NOTE: The lack of a Government approved accounting system shall not affect an Offeror's eligibility for award of an IDIQ contract, however it will impact a Contractor's eligibility to compete for future Cost Type Task Orders.

L.2.13 REVISION MATRIX

If it is determined to be in the best interest of the Government to hold discussions and Final Proposal Revisions (FPRs) are submitted, the Offeror shall submit a revision matrix after the table of contents in each volume where revisions have been made. This matrix must include the following: Location of change: At a minimum the page number, but more specific indicators (section, paragraph, etc.) are strongly encouraged; Change: A very brief summary of what changed.

L.3.0 VOLUME II – TECHNICAL

NOTE: The Offeror shall clearly identify the Market Segment in which the Offeror is submitting a proposal. If an Offeror chooses to submit a proposal for more than one (1) Market Segment, then a separate proposal shall be submitted for each. If an Offeror is selected to receive an award in more than one Market Segment, the Offeror will only receive one (1) IDIQ contract.

L.3.1 GENERAL

The Offeror shall describe their capability to satisfy their particular proficiency areas within a specified Market Segment within the SOO. The proposal should be prepared simply and economically, providing straightforward, concise delineation of an Offeror's proficiency demonstration in order to perform the contract. Particular capability strengths should be emphasized. Asserted capability and/or intent to meet the requirements must be supported by detailed descriptions of an Offeror's core competencies, the approach to what is needed to deliver on those core competencies, successful application in past projects, and personnel qualifications to support an Offeror's proficiency demonstration. The Offeror will also complete the Self-Scoring Worksheet at Attachment 4. The Government will not assume that an Offeror possesses any capability unless specified in the proposal. Offerors are reminded that, according to Section L, General Instructions, paragraph L.1.3.2, the Offeror is responsible for providing sufficient detail to enable the Government to evaluate the proposal.

Offeror responses will be evaluated against the Technical Factor defined in Section M, "Evaluation for Award." Offerors are cautioned from "parroting" the technical requirements or the SOO with a statement of intent to perform, which does not reflect an understanding of the requirements or capability to perform.

L.3.2 VOLUME ORGANIZATION

The volume shall be organized according to the following outline:

- a. Table of Contents
 - o List of Figures, Tables or Drawings
 - o Glossary
- b. Proficiency Demonstrations
- c. Self-Scoring Worksheet

L.3.3 FORMAT AND CONTENT

The Technical Volume shall include a Proficiency Demonstration, which is a description, in narrative form that demonstrates the Offeror's proficiency within an individual Market Segment. An Offeror's Proficiency Demonstration shall be accompanied by a completed Self-Scoring Worksheet (at Attachment 4) that represents an Offeror's scoring of their Proficiency Demonstration (Parts A, B and C).

NOTE: An Offeror's Technical Volume may include a Proficiency Demonstration for one or more than one of the Proficiency Areas within the Market Segment. However, the Offeror shall, when completing the Self-Scoring Worksheet, score themselves for every Proficiency Area listed, even if the Offeror did not submit a Proficiency Demonstration for all Proficiency Areas. (For example, for those Proficiency Areas that are not applicable to the Offeror, the Offeror shall fill in those Proficiency Areas with a "0.")

Each Proficiency Demonstration consists of three parts: (Part A) The Offeror's core competencies; (Part B) What is required to deliver Part A; and (Part C) The Offeror's experience and personnel qualifications satisfying Part B requirements.

L.3.3.1 PROFICIENCY DEMONSTRATION

The Offeror shall submit a Proficiency Demonstration (Parts A, B and C) for each Proficiency Area offered.

Proficiency Demonstrations shall be numbered with the same number of the Proficiency Area stated within the Self-Scoring Worksheet.

L.3.3.1.1 PROFICIENCY DEMONSTRATION - PART A

The objective of this part is for the Offeror to identify their discriminating core competencies that are relevant to the Omnibus IV SOO.

The Offeror shall describe, in detail, the core competencies that the Offeror brings to the solicitation, which Proficiency Area within an individual Market Segment would encompass these core competencies, and how it adds value to one or more Program Areas listed in the SOO.

L.3.3.1.2 PROFICIENCY DEMONSTRATION – PART B

The objective of this part is for the Offeror to describe what eligibility criteria are necessary in order to deliver on the core competencies identified in the aforementioned Part A. Part B is an opportunity for the Offeror to demonstrate that they are knowledgeable on what it takes to provide project deliverables to the Government, including any discriminating subject matter expertise. This part is not for providing company experience or personnel resumes.

The Offeror shall describe, in detail, what requirements are needed in order deliver on the core competencies listed in Part A. For example, an Offeror having as a core competency of infectious disease research under Proficiency Area 4 would need (1) a company Health & Human Services-certified Federal-wide Assurance and BSL-4 company laboratory and (2) personnel eligibility criteria requirements versed in epidemiology, and phlebotomy.

L.3.3.1.3 PROFICIENCY DEMONSTRATION PART C

The objective of this part is for the Offeror to provide demonstrative Offeror experience representative of the Part B demonstration; and to identify, by name, personnel that satisfy the eligibility criteria as described by the Offeror in Proficiency Demonstration – Part B. For example, if the core competency is performing clinical trials with personnel having knowledge of FDA drug and device development phases, then demonstrative company experience would be that the Offeror performed clinical trials for CDC in support of developing a vaccine for COVID-19, and, demonstrative personnel experience was performed by their scientist “Dr. X” (where relevant parts of the resume are included).

The Offeror shall effectively demonstrate the Offeror’s relevant company (or entity) experience (for this purpose, experience refers to what an Offeror has done, not how well it was accomplished) identical to, similar to or related to performing services contained within Part B above. The Offeror’s proposal shall demonstrate the amount of relevant corporate experience the Offeror possesses, as well as demonstrate the amount of relevant experience possessed by their subject matter experts (SME). The Offeror shall provide evidence that the organization has current capabilities for assuring performance of this requirement. Experience shall include appropriate mix and balance of education and training of team members.

For all individuals submitted as SMEs, the Offeror shall submit relevant extracts from resumes.

These resume extracts should include a list of relevant training, education, and certifications.

Note: The Government is not interested in reviewing entire resumes. For the SMEs who are not current employees of the Offeror, include a signed letter of intent within this Volume of the proposal.

L.3.3.2 SELF-SCORING WORKSHEET

The Offeror shall complete the Self-Scoring Worksheet (Attachment 4) for all Proficiency Areas within the Market Segment that the Offeror is submitting a proposal in accordance with the instructions below. Offerors shall not include any other additional information within the Self-Scoring Worksheet.

1. Fill in Offeror’s name.

2. Go to one or more of the Market Segments tabs that you are proposing on.
3. Fill in each Proficiency Area being proposed, whether information is from the Prime or Subcontractor/Teaming Partner.
4. If the answer to above is Subcontractor or Teaming Partner, then fill in their name.
5. See definition of “Level” below, and enter your scores and save the file based on the following table:

Score	<u>Level</u>
8	Highest Score
7	Above Normal Score (upper range)
6	Above Normal Score
5	Above Normal Score (lower range)
4	Normal Score
3	Below Normal Score (upper range)
2	Below Normal Score
1	Below Normal Score (lower range)
0	Lowest Score (or Not Applicable)

NOTE: An Offeror shall submit a Proficiency Demonstration for every Proficiency Area within a Market Segment with a Self-Score for any Part within that same Proficiency Area of one (1) or above.

Self-Scoring Level Definitions. The levels used above (highest score to lowest score) are further defined below. These levels shall be used by the Offeror when determining and recording scores in the Self-Scoring Worksheet. Deviation from these definitions may be the determining factor preventing the Offeror from being selected for an IDIQ contract.

	Proficiency Demonstration (PD) Part A	PD Part B	PD Part C
Highest Score	Fits outstandingly well in the Proficiency Area; very relevant to SOO Program Areas; and is recognized as relevant in the industry/Government community	Succinct and accurate requirements that contain subject matter discriminators supported with documentation such as standard practices	Demonstrative and discriminating company experience and personnel qualifications are very well suited, including subject matter expertise representing dominance in the Market Segment
Above Normal Score (upper range)	Fits well in Proficiency Area; relevant to SOO Program Areas, with supporting actual direct performance; sufficiently tested or tried	Succinct and accurate requirements with specifics and discriminators	Company experience and personnel qualifications are well suited and have limited dominance or exposure in the Market Segment
Above Normal Score	Fits in Proficiency Area; some specific relevance to SOO Program Areas, with	Succinct and accurate requirements with	Company experience and personnel qualifications are well suited but no

	some supporting actual direct performance, but not sufficiently tested or tried	specifics but no discriminators	dominance or no exposure in the Market Segment
Above Normal Score (lower range)	Fits in Proficiency Area; general relevance to SOO Program Areas with some supporting limited direct performance	Requirements appear to be general text book with specifics	Company experience and personnel qualifications are generally acceptable with some limited relevant accomplishments
Normal Score	Fits in Proficiency Area; general relevance to SOO Program Areas with no supporting actual direct performance	Requirements appear to be general text book and nonspecific	Company experience and personnel qualifications are generally acceptable but no outstanding relevant accomplishments
Below Normal Score (upper range)	May fit in Proficiency Area; or might be relevant to SOO Program Areas with no supporting actual direct performance	Requirements appear to be general text book and nonspecific but there appear to be gaps in the logic or methodology	Company experience and personnel qualifications are generally acceptable but no outstanding relevant accomplishments; and experience is not current in the last three years
Below Normal Score	May fit in Proficiency Area; or might be relevant to SOO Program Areas with no supporting or actual direct performance; would require lengthy theoretical explanation on how it is relevant	Requirements are limited and incomplete	Company experience and personnel qualifications are sketching and incomplete; or not current in the last three years
Below Normal Score (lower range)	Might not fit in Proficiency Area; or might not be relevant to SOO Program Areas and direct relevance is not easily perceived	Requirements are limited and incomplete; filled with significant gaps; and logic or methodology is absent	Company experience and personnel qualifications are not a good fit without some guidance or mentorship
Lowest Score (or Not Applicable)	Does not fit in Proficiency Area; or has no relevance to the SOO Program Areas (or is not applicable)	Requirements are not applicable or incomplete (or is not applicable)	Company experience and personnel qualifications are not a good fit (or is not applicable)

L.4.0 VOLUME III – PAST PERFORMANCE

NOTE: The Offeror shall clearly identify the Market Segment in which the Offeror is submitting a proposal. An Offeror may not submit a Past Performance Volume for more than one (1) Market Segment. If an Offeror chooses to submit a proposal for more than one (1) Market Segment, then a separate proposal shall be submitted for each. If an Offeror is selected to receive an award in more than one Market Segment, the Offeror will only receive one (1) IDIQ contract.

L.4.1 VOLUME ORGANIZATION

The volume shall be organized according to the following outline:

- a. Table of Contents
- b. List of Figures, Tables or Drawings
- c. Glossary
- d. Description of Team
- e. Present and Past Performance References
- f. Organizational Structure Change History

L.4.2 DESCRIPTION OF TEAM

The Offeror shall provide a matrix of all proposed prime/subcontractors/team members/joint venture partners and the specific Proficiency Areas within a specified Market Segment for which they will be utilized. Offerors shall also provide an approximate percentage of effort, based on overall cost, that each prime/subcontractor/team member/joint venture partner will contribute to the overall effort. If there are additional subcontractors which are not anticipated to play a role presently, but may be utilized in the future, the projected future role of these subcontractors shall be clearly addressed. This information will be utilized to determine relevancy for the subcontract references.

In addition, the Offeror shall submit a consent letter, executed by each subcontractor, team member and/or joint venture partner, authorizing release of adverse past performance information to the Offeror, so the Offeror can respond to such information. For each identified effort for a commercial customer, the Offeror shall also submit a client authorization letter, authorizing release to the Government of requested information on the Offeror's performance.

L.4.3 PRESENT AND PAST PERFORMANCE REFERENCES

The Offeror shall identify a maximum of three (3) references for the prime Offeror as well as a maximum of three (3) references each for subcontractor, other divisions, teaming contractors, or joint venture partners expected to perform aspects of the effort that are critical to the overall success within a Market Segment. Critical is defined as the name of the subcontractor, other divisions, teaming contractors, or joint venture partners stated in the Self-Scoring Worksheet. Other divisions are defined as entities having their own CAGE code. The references shall represent recent contracts/task orders (within the past five (5) years) that the Offeror considers most relevant in demonstrating the Offeror's ability to perform the proposed effort. For each reference, the Offeror shall provide a narrative describing the effort and the results of the Offeror's performance. For each reference, the Offeror shall complete a Present and Past Performance Information Form (Attachment L-1). The Offeror may provide CPARS in addition to the Present and Past Performance Information Form. For a description of the characteristics or aspects the Government will consider in determining relevance, see Section M.2.3.

In addition to the information provided in the Past Performance Volume, the Offeror shall ensure that each reference identified completes a Present and Past Performance Questionnaire (PPPQ)

(Attachment L-2). If a company was a subcontractor to a prime on a contract, then the responsible government oversight manager may complete the PPPQ instead of the prime. The questionnaire shall be submitted directly to the Government from the reference; questionnaires received from the Offeror will not be considered. However, the responsibility to send out and track completion of the PPPQs rests solely with the Offeror. Completed PPPQs shall be emailed in PDF format to the Procuring Contracting Officer and Contract Specialist at the email addresses shown in Paragraph L.1.1.1. PPPQs received after the proposal submission deadline will not be treated as late submissions in accordance with FAR 52.215-1.

NOTE: Task orders issued against Indefinite Delivery/Indefinite Quantity (ID/IQ) contracts may be included as references. Each task order shall be counted as a separate reference. Department or Agency specific ID/IQs may be cited as a reference, including where more than one task order is needed to support one specific past performance.

L.4.4 ORGANIZATIONAL STRUCTURE CHANGE HISTORY

Many companies have acquired, been acquired by, or otherwise merged with other companies, and reorganized their divisions, business groups, subsidiary companies, etc. In many cases, these changes have taken place during the time of performance of relevant present or past efforts or between conclusion of recent past efforts and this source selection. As a result, it is sometimes difficult to determine what past performance is relevant to this acquisition. To facilitate this relevancy determination, include in this proposal volume a “roadmap” describing all such changes in the organization of the Offeror for the past five (5) years and also include a “roadmap” for all team members identified in a Teaming Arrangement or Joint Venture for their efforts. As part of this explanation, show how these changes impact the relevance of any efforts the Offeror identifies for past performance evaluation and performance confidence assessment. Since the Government intends to consider present and past performance information provided by other sources as well as that provided by the Offeror, these “roadmaps” should be both specifically applicable to the efforts the Offeror identifies and general enough to apply to efforts on which the Government receives information from other sources. These “roadmaps” will not count toward the page limitations of Volume III.

L.5.0 VOLUME IV – SMALL BUSINESS PARTICIPATION COMMITMENT

NOTE: The Offeror shall clearly identify the Market Segment in which the Offeror is submitting a proposal. An Offeror may not submit a Small Business Participation Commitment Volume for more than one (1) Market Segment. If an Offeror chooses to submit a proposal for more than one (1) Market Segment, then a separate proposal shall be submitted for each. If an Offeror is selected to receive an award in more than one Market Segment, the Offeror will only receive one (1) IDIQ contract.

L.5.1 SMALL BUSINESS PARTICIPATION COMMITMENT

DHA is committed to maximizing small business opportunities at both the prime and subcontractor level. All Offerors (other than small business and small business) shall prepare a summary list of proposed subcontractors, which includes the following information: Company name, CAGE code, Size Status, Socio-Economic Status, Description of the Subcontracted work, Subcontract Dollars, and Percentage of Total Contract Value proposed. For Small Business Participation Commitment evaluation purposes, the Total Contract Value proposed is considered to be the numerical sum of the total contract dollar value as contemplated under this solicitation (see Section I, FAR 52.216-18). DHA will use the System for Award Management (SAM)

website (<https://www.sam.gov/portal/public/SAM>), which provides for registration and online representations and certification to verify proposed small business entities meet the assigned RFP NAICS (541714), small business size standard (1,000 employees) and the socioeconomic categories in which they are counted.

The Offeror shall describe its approach and ability to team with small or disadvantaged companies to meet the Small Business participation commitment of 32% outlined in the contract. The Offeror's proposal will be evaluated for commitment also to small business, as evidenced in the first page (identifying the subcontractor or protégé) and signature page of teaming agreements, Mentor-Protégé Agreements and/or letters of commitment; identifying the type of work subcontracted; percentage of total contract value subcontracted to small businesses in all socioeconomic categories.

The Offeror's small business participation commitment also will be evaluated relative to meeting the Small Business and socioeconomic subcontracting requirement, based on total contract value, in the chart below. Alaska Native Corporation (ANC) and Native American, and Tribally-owned subcontractors may be counted as part of the Small Business subcontracting percentage in accordance with FAR 19.703(c).

Category	Percentage of Total Contract Value
Small Business (SB)	32%
Small Disadvantaged Business (SDB) (including HBCUs)	5%
Service-Disabled Veteran-Owned Small Business (SDVOSB)	3%
Women-Owned Small Business (WOSB) – including Economically Disadvantaged (EDWOSB)	5%
Historically Underutilized Business Zone (HUBZone)	3%
NOTE: Small business prime contractors may include the cost of work self-performed toward meeting the Small Business requirement. Small business subcontractors may be included in every category for which they qualify.	

To ensure consistency in the calculation of Socioeconomic Commitment, a calculation template is provided as Attachment S-1 of the RFP. This attachment will be used by all Offerors to document the proposed Small Business Participation Commitment Document as required in paragraph L.5.1. In the case of minor errors or omissions that do not affect the other areas of the proposal, and may be corrected with minor clarification, the Offeror may be contacted by the Procuring Contracting Officer for immediate clarification.

In the case that an Offeror meets the criteria as specified in paragraph L.5.1 and through discussions provides a Final Proposal Revision (FPR), the criteria for paragraph L.5.1 must be met and the Offeror must resubmit the SB calculation attachment.

Offerors may submit the 1st page (identifying the subcontractor or protégé) and signature page of teaming agreements, mentor-protégé agreements and/or letters of commitment as evidenced of commitment to small business. These agreements and letters of commitment do not count in the page count.

L.5.2 SMALL BUSINESS SUBCONTRACTING PLAN

In accordance with FAR 19.704 and DFARS 219.704 Other Than Small Business Offerors shall submit a small business subcontracting plan in accordance with FAR 52.219-9 and DFARS 252.219-7003 (or DFARS 252.219-7004 if the Offeror has a comprehensive subcontracting plan). The small business subcontracting plan is a requirement for award to a Large Business and will be incorporated into any resultant contract. Subcontracting plans shall reflect and be consistent with the commitments offered in the Small Business Participation Commitment Proposal. The small business subcontracting plan will be assessed in accordance with FAR 19.704, and must be deemed acceptable prior to award.

Note: Any exchanges with the Procuring Contracting Officer regarding the small business subcontracting plan shall not be considered discussions. For Small Business Subcontracting Plan evaluation purposes, the Total Contract Value proposed is considered to be the numerical sum of the total contract dollar value as contemplated under this solicitation, such that subcontracted percentages are based on Total Contract Value as the denominator rather than total amount of subcontracted value as the denominator.

L.6.0 VOLUME V – PRICE

NOTE: The Offeror shall clearly identify the Market Segment in which the Offeror is submitting a proposal. An Offeror may not submit a Price Volume for more than one (1) Market Segment. If an Offeror chooses to submit a proposal for more than one (1) Market Segment, then a separate proposal shall be submitted for each. If an Offeror is selected to receive an award in more than one Market Segment, the Offeror will only receive one (1) IDIQ contract.

L.6.1 GENERAL

The Offeror shall provide a Firm Fixed Price (FFP) proposal for one (1) FTE Project Manager III that may perform at the Task Order level for the proposed Market Segment that the Offeror is submitting a proposal for. The price proposal shall be submitted using Attachment 3, Government Price Sheet and shall cover the Base and Option Ordering Periods of Performance. If awarded a contract, the Offeror's proposed FFP Labor Rate for the Project Manager III shall be executable at the Base and Option Ordering Periods and will serve as the ceiling price that may be charged at the FFP Task Order level.

Compliance with these instructions is mandatory and failure to comply may render the Offeror's proposal ineligible for award.

L.6.2 GOVERNMENT ASSUMPTIONS

For purposes of preparing the price proposal, Offerors shall make the following assumptions:

- The contract type is Firm Fixed Price (FFP).
- One (1) FTE is equivalent to 1920 hours with no deviation allowed.
- Location:
 - Assume the Project Manager III's location is San Francisco, CA; and
 - Assume the Project Manager III is working at the Offeror's location (for purposes of non-client site Overhead, if applicable; this may be a hypothetical office location)
- Education: Master's Degree or PhD in a relevant field or equivalent experience (equivalent experience means a Bachelor's Degree with fifteen (15) years of experience)
- Experience:

- Minimum ten (10) years' experience in relevant field
- Duties
 - Serve as project leader to ensure timely completion of project task objectives.
 - Holder of current Project Management Professional (PMP) certification.
 - Coordinate the transition from Project Development to Project Implementation to Project Completion.
 - Organize Team Resources, including Steering Committees, Project Teams and Work Groups, as needed.
 - Develop high-level project plans and achieve buy in on task responsibilities and timelines from the appropriate team members.
 - Define communications, issue management and scope management strategy and achieve approval from the appropriate team members.
 - Solicit input from appropriate staff to evaluate cross-system impact.
 - Evaluate project risks and develop contingency plans, as appropriate.
 - Define project objectives and define success measurements.
 - Develop and communicate appropriate project documentation, including project overview, scope, team structure, status reports, issues management reports, change control reports, meeting notes, etc. as required and in a timely manner.
 - Coordinate development and approval of appropriate requirements and design documentation.
 - Ensure approval of developed requirements and design.
 - Develop detailed project plan.
 - Coordinate both execution and monitoring/controlling phases of Project Implementation Process.
 - Complete close out phases of the Project Processes.
 - Ensure team consensus of project completion.
 - Complete project close out documentation, especially Lessons Learned.
 - Coordinate and support steering committee, project team and work group meetings, as required.
 - Support and communicate project status to team members and executive staff, including management of project website, consistent status reporting and presentations.
 - Identify, document and assist with project issues and escalate, as appropriate, to achieve timely resolution.
 - Ensure compliance with regulatory agencies including meeting deadlines, when applicable.
 - Ensure integrity and security of institutional data.
 - Demonstrate ability to multi-task effectively.

Section L List of Attachments

L-1 Present and Past Performance Information Form

L-2 Present and Past Performance Questionnaire

S-1 Small Business Participation Commitment Calculation Template

ATTACHMENT L-1: Present and Past Performance Information Form

**ATTACHMENT L-1: PRESENT AND PAST PERFORMANCE INFORMATION FORM
DEFENSE HEALTH AGENCY
OMNIBUS IV
SOLICITATION NUMBER: HT0011-21-R-0004**

Provide the information requested in this form, for each contract being assessed for past or present performance. Provide frank, concise comments regarding your performance on the contracts you identify. Provide a separate form for each contract/program submitted.

1. Offeror Name (Company/Division): _____

CAGE Code: _____

DUNS Number + 4: _____

2. Program Title: _____

3. Contract Specifics:

- a. Contracting Agency or Customer _____

- b. Contract Number _____
- c. Contract Type _____
- d. Role (check one) Prime_____ Sub_____
- e. Period of Performance _____
- f. Original Contract \$ Value _____(Do not include unexercised options)
- g. Current Contract \$ Value _____(Do not include unexercised options)
- h. Total Contract \$ Value _____(Include unexercised options)
- i. If amounts for (f) and (g) above are different, provide a brief description of the reason:

4. Primary Customer Points of Contact:

(For Government contracts, provide current information on all three individuals. For commercial contracts, provide points of contact fulfilling these same roles.)

a. Program Manager

Name _____

Office _____

Address _____

Telephone _____

E-mail _____

b. Contracting Officer:

Name _____

Office _____

Address _____

Telephone _____

E-mail _____

c. Administrative Procuring Contracting Officer(if applicable):

Name _____

Office _____

Address _____

Telephone _____

5. Provide a brief description of the effort.

- 6. Illustrate how your experience on this referenced contract/program relates to the scope of your proposed effort on this solicitation. Please utilize the proficiency areas within the Market Segment identified in the SOO as your point of comparison.**
- 7. Illustrate how your experience on this referenced contract/program relates to the complexity of your proposed effort on this solicitation. Please utilize the complexity areas identified in M.2.3 as your point of comparison.**
- 8. Identify principal challenges you have encountered in executing previous/current efforts as related to this proposal and how you were able to mitigate and/or overcome them.**

ATTACHMENT L-2: Present and Past Performance Questionnaire

**ATTACHMENT L-2: PRESENT AND PAST PERFORMANCE QUESTIONNAIRE
SOLICITATION NUMBER: HT0011-21-R-0004**

9. Please complete this questionnaire. This provides a description of the performer's direct experience on relevant efforts; describes details of prior project work and explains relevancy. Handwritten responses are sufficient. If you need more space than what is provided, please attach additional pages. Responses will be treated as source selection sensitive information. Please submit the completed questionnaire to dha.ncr.cod-fc.mbx.dha-acq-omnibus-iv@mail.mil prior to **1 PM EST MARCH 12, 2021**.

10. Explanation of codes:

CODE PERFORMANCE LEVEL

E EXCEPTIONAL – Performance meets contractual requirements and exceeds many requirements **to the Government's benefit**. The contractual performance of the element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

V VERY GOOD – Performance meets contractual requirements and exceeds some requirements **to the Government's benefit**. The contractual performance of the element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

S SATISFACTORY – Performance meets contractual requirements. The contractual performance of the element being assessed contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

M MARGINAL – Performance does not meet some contractual requirements. The contractual performance of the element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions or the contractor's proposed actions appear only marginally effective or were not fully implemented.

U UNSATISFACTORY – Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element being assessed contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

N NOT APPLICABLE – Unable to provide a score. Performance in this area not applicable to effort assessed.

11. Please complete the following identifying information and past performance assessment:

A. Contractor:

B. Contract Number:

C. Period of Performance:

D. Negotiated cost or price at award:

E. Current estimated contract dollar amount:

F. Describe the product/service acquired:

12. Circle the appropriate letter for each item on the questionnaire and provide supporting narrative.

ASSESSMENT ELEMENTS

- (a) Rate the contractor's ability to deliver at the agreed to price. Describe the reasons for changes to contract value (e.g., scope changes, overrun/underrun, Government-imposed schedule changes, etc.).

E V S M U N

- (b) Rate the contractor's ability to successfully manage the contracted services/support in order to meet the mission requirements on time.

E V S M U N

- (c) Rate the contractor's management of subcontractors.

E V S M U N

- (d) Rate the contractor's ability to hire and retain a quality workforce to support this effort.

E V S M U N

- (e) Rate the effectiveness of assigned personnel in terms of the appropriate mix of education and experience to accomplish the requirement.

E	V	S	M	U	N

- (f) Rate the contractor's responsiveness to providing replacement personnel. Was training provided and proper security clearances issued to ensure smooth transition of personnel?

E	V	S	M	U	N

- (g) How would you rate the sufficiency of contractor internal quality control or review systems in place from the onset of the contract?

E	V	S	M	U	N

- (h) Rate the contractor's responsiveness/effectiveness in resolving difficulties of a technical, business, performance, and/or quality nature.

E	V	S	M	U	N

- (i) Rate the effectiveness of overall contract management (including the ability to effectively lead, manage and control the program).

E	V	S	M	U	N

- (j) Rate the contractor's ability to successfully respond to emergency and/or surge requirements without degradation to ongoing missions.

E	V	S	M	U	N

- (k) What is your overall rating of the contractor's performance? Why?

E	V	S	M	U	N

- (l) Given the choice, would you award to this contractor again and why?

- (m) Is there anyone else we should send this questionnaire to? Please identify by name, organization, and phone number/e-mail address.

(If more comment space needed, attach pages.)

- 13.** Please provide the name, title, address, phone number and e-mail address of the person completing this questionnaire.

Name

--

Title

--

Address

Phone No.
E-mail:

- 14.** Thank you for your assistance in this source selection. If you have any questions, please contact us via the email at dha.ncr.cod-fc.mbx.dha-acq-omnibus-iv@mail.mil.

**ATTACHMENT S-1:
SMALL BUSINESS PARTICIPATION CALCULATION TEMPLATE**

**SMALL BUSINESS PARTICIPATION COMMITMENT
SOLICITATION: HT0011-21-R-0004
NAICS: 541714**

				Description of Subcontracted Work	DOLLARS	PERCENT
Total Contract Price Proposed						

Subcontract Dollars Proposed for Small Business(s)*						
<u>Subcontractor Name</u>	<u>Cage Code</u>	<u>Size Status</u>	<u>Socio-Economic Status</u>			
Small Business TOTAL \$\$s and % of Total Contract Value (Requirement of at least 32%)						
Small Disadvantaged Business TOTAL \$\$s and % of Total Contract Value (Requirement of at least 5%)						
Service-Disabled Veteran-Owned Small Business TOTAL \$\$s and % of Total Contract Value (Requirement of at least 3%)						
Woman-Owned Small Business/Economically Disadvantaged Women Owned Small Business TOTAL \$\$ and % of Total Contract Value						

(Requirement of at least 5%)						
Historically Underutilized Business Zone TOTAL \$\$s and % of Total Contract Value (Requirement of at least 3%)						

*See paragraph L.5.1 of the Solicitation for Explanation of the Small Business Participation Commitment Requirement.

(End of Section L)

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE

52.217-5

Evaluation Of Options

JUL 1990

EVALUATION FACTORS FOR AWARD**M.1.0 EVALUATION PROCESS**EVALUATION FACTORS FOR AWARD**M.1.0 EVALUATION PROCESS****M.1.1 EVALUATION OF PROPOSALS**

The Government will evaluate fully, carefully and impartially all responsive proposals received in response to this Request for Proposal (RFP) by Market Segment in accordance with the evaluation factors outlined in Section M.2.0.

NOTE: The Government will conduct the evaluation of proposals by Market Segment. If an Offeror submitted a proposal for more than one (1) Market Segment, each proposal will be evaluated on a stand-alone basis.

M.1.2 AWARD OF CONTRACTS

The Government intends to award this effort based on the initial proposal, as received, without discussions (except clarifications as described in FAR 15.306(a)), although the Government reserves the right to hold discussions if deemed necessary by the Procuring Contracting Officer. Each Offeror should submit its best proposal as the opportunity to submit a revised proposal is not anticipated.

NOTE: If an Offeror is selected to receive an award in more than one (1) Market Segment, the Offeror will only receive one IDIQ contract.

M.1.3 DISCUSSIONS/COMPETITIVE RANGE

While the Government intends to award without discussions, the Government reserves the right to conduct discussions if the Procuring Contracting Officer determines them to be necessary. If, during the evaluation period, it is determined to be in the best interest of the Government to hold discussions, these discussions will be held with only those Offerors determined by the Procuring Contracting Officer, with approval of the Source Selection Authority (SSA), to be in the competitive range. The Procuring Contracting Officer may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted and may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. In addition, the Procuring Contracting

Officer may also eliminate from the competitive range Offerors originally determined to be in the competitive range based on results of written or oral discussions if those Offerors no longer have reasonable chances of being selected for award.

M.1.4 PREAWARD SURVEY

The Government may conduct a pre-award survey (PAS) as part of the source selection. Results of the PAS (if conducted) will be evaluated to determine each Offeror's capability to meet the requirements of the solicitation. The Government may also perform a Financial Capability Analysis to verify that the Offeror has the necessary financial resources to perform the effort through the life of the contract.

M.2.0 EVALUATION CRITERIA

The Evaluation Factors are as follows:

Factor 1 – Technical

Factor 2 – Past Performance

Factor 3 – Small Business Participation Commitment

Factor 4 – Price

M.2.1 RELATIVE ORDER OF IMPORTANCE

In making the best value decision, the SSA will consider the following order of importance:

In compliance with FAR 15.304(d), Factor 1 (Technical) is more important than Factor 2 (Past Performance). Factor 2 is more important than Factor 3 (Small Business Participation Commitment). Factor 3 is more important than Factor 4 (Price).

In compliance with FAR 15.304(d), when combined, all other evaluation factors (Factors 1, 2, and 3) are significantly more important than Factor 4. However, Factor 4 will be carefully considered in the selection decision.

M.2.2 FACTOR 1 – TECHNICAL

The Government will evaluate each Offeror's proposal by Market Segment, by validating each Offeror's Self-Scoring Worksheet scores supported by the Offeror's Proficiency Demonstration (Parts A, B & C).

The Government will validate these scores based on the information provided by the Offeror in their Proficiency Demonstration. If the scores cannot be validated in any Part of a Proficiency Demonstration, the Offeror will receive a score of zero (0) for that Part.

Each Offeror's Proficiency Demonstration will be evaluated based on an Offeror's Technical Excellence and their Technical Breadth.

Technical Excellence is measured by how well an Offeror scored within a Proficiency Area.

Technical Excellence scores are defined in the Table below:

Technical Excellence Table

SCORE	Proficiency Demonstration PART A	Proficiency Demonstration PART B	Proficiency Demonstration PART C	Technical Excellence Score
Highest	8	8	8	24
Above Normal	5 to 7	5 to 7	5 to 7	13 to 23
Normal	4	4	4	12
Below Normal	1 to 3	1 to 3	1 to 3	1 to 11
Lowest (or N/A)	0	0	0	0

Technical Breadth is measured by how well an Offeror scored within the Market Segment. Technical Breadth scores are derived by summing each Offeror's Technical Excellence Scores for each Proficiency Area within the Market Segment. Because the Market Segments have a differing number of Proficiency Areas, the Cumulative Technical Breadth scores will be different for each Market Segment. Technical Breadth scores are defined in the table below:

Technical Breadth Table

SCORE	Market Segment 1 Research & Development Cumulative Score	Market Segment 2 R&D Support Services Cumulative Score	Market Segment 3 Regulatory Processes Cumulative Score	Market Segment 4 Translational Science Support and Services Cumulative Score
Highest	96	192	144	144
Above Normal	49 to 95	97 to 191	73 to 143	73 to 143
Normal	48	96	72	72
Below Normal	1 to 47	1 to 95	1 to 71	1 to 71
Lowest (or N/A)	0	0	0	0

M.2.2.1 EVALUATION RATINGS

The Government will review each Offeror's proposal and utilize a combined technical/risk rating. The following "Risk" descriptions will be used in the combined technical/risk evaluation ratings:

Technical Risk Rating Method Table

Adjectival Ratings	Description
Low	The Offeror's proposal has little potential to cause disruption of schedule, increased cost or degradation of performance. Normal

	Government monitoring will likely be able to overcome any difficulties. The Offeror's Proficiency Demonstration Part C or its personnel satisfy the eligibility criteria in Part B; and Proficiency Part B provides a sufficient approach to deliver on the core competencies identified in Part A. The Self-Scoring Worksheet validation score in any Proficiency Demonstration Parts (A, B and C) for any one Proficiency Area is 5 to 8.
Moderate	The Offeror's proposal has the potential to cause disruption of schedule, increased cost or degradation of performance. Close Government monitoring will likely be able to overcome difficulties. The Offeror's Proficiency Demonstration in Part C or its personnel somewhat satisfy the eligibility criteria in Part B; and, Proficiency Part B somewhat provides a sufficient approach to deliver on the core competencies identified in Part A. The Self-Scoring Worksheet validation score in all Proficiency Demonstration Parts (A, B and C) for any one Proficiency Area is 4 or higher.
High	The Offeror's proposal is likely to cause significant disruption of schedule, increased cost or degradation of performance. Close Government monitoring will be unlikely to overcome difficulties. The Offeror's Proficiency Demonstration Part C or its personnel do not satisfy the eligibility criteria in Part B; or, Proficiency Part B does not provide a sufficient approach to deliver on the core competencies identified in Part A. The Self-Scoring Worksheet validation score in any Proficiency Demonstration Parts (A, B and C) for any one Proficiency Area is 3 or less.

The Technical Factor will receive one of the following adjectival ratings, based on the technical/risk evaluation.

Evaluation Factor Combined Technical Risk/Rating Table and Definitions

Color Rating	Adjectival RATING	DEFINITION
Blue	Outstanding	Proficiency Demonstration Scores for all Parts A, B and C for all Proficiency Areas were successfully validated by the Government; AND the Technical Excellence score for all Proficiency Areas receives the Highest Score; AND the Technical Breadth Cumulative Score within the Market Segment receives the Highest Score; AND risk of unsuccessful performance is low.
Purple	Good	Proficiency Demonstration Scores for all Parts A, B and C for at least one Proficiency Area were successfully validated by the Government; AND the Technical Excellence score for at least one Proficiency Demonstration is Above Normal or higher; AND the Technical Breadth Cumulative Score within the Market Segment receives an Above Normal Score; AND risk of unsuccessful performance is low. to

Green	Acceptable	Proficiency Demonstration Scores for all Parts A, B and C for at least one Proficiency Area were successfully validated by the Government; AND the Technical Excellence score for at least one Proficiency Demonstration receives a score of Normal or higher; OR the Technical Breadth Cumulative Score within the Market Segment receives a Normal Score or higher; AND risk of unsuccessful performance is no worse than moderate.
Yellow	Marginal	There were no Proficiency Areas where all three Parts A, B and C of the Proficiency Demonstration Scores could be successfully validated by the Government; OR Proficiency Demonstration Scores for all Parts A, B and C for at least one Proficiency Area were successfully validated by the Government; AND the Technical Excellence score for at least one Proficiency Demonstration receives a score of Below Normal; OR the Technical Breadth Cumulative Score within the Market Segment Receives a Below Normal Score; OR risk of unsuccessful performance is high.
Red	Unacceptable	Proficiency Demonstration Scores for all Parts A, B and C for all Proficiency Areas were not successfully validated by the Government; AND the Technical Excellence score for all Proficiency Demonstrations receives a score of Lowest (or N/A); OR the Technical Breadth Cumulative Score within the Market Segment Receives a Lowest (or N/A) Score; OR risk of unsuccessful performance is high. Proposal is un-awardable.

M.2.3 FACTOR 2 – PAST PERFORMANCE

This factor evaluates the Offeror's relevant present and past work performance history to draw a Performance Confidence Assessment of the Offeror's ability to successfully perform in a proposed Market Segment. In accordance with FAR 15.305(a)(2), the currency and relevance of the information, source of the information, context of the data, and general trends in the contractor's performance shall be considered. These are combined to establish one performance confidence assessment rating for each Offeror. There are three aspects to the past performance evaluation:

The first aspect of the past performance evaluation is to evaluate the Offeror's past performance to determine how recent an effort is. Only contracts/task orders within the past five (5) years of the date of the solicitation will be considered recent.

The second aspect of the past performance evaluation is to evaluate the Offeror's past performance to determine how relevant an effort accomplished by the Offeror is to the effort required by this solicitation. In determining relevance, consideration will be given to projects similar to this solicitation in scope, and complexity to the range of services required as described in the SOO.

- For scope, each referenced effort will be compared to the requirements of this effort as found in the SOO for the specific Market Segment that the Offeror submitted a proposal under. Scope is defined as subject matter that is relevant to the Program Areas stated in the SOO.

For complexity, each referenced effort will be compared to the requirements of this effort relative to the specific Market Segment the Offeror submitted a proposal under. Complexity is defined as how intricate the subject matter is relevant to performance across one or more Proficiency Areas and/or Market Segments in the SOO.

The Government may consider efforts performed for agencies of the federal, state, or local governments and commercial customers. The evaluation will also include review of efforts performed by other divisions, subcontractors, teaming contractors, or joint venture partners, if such resources will be brought to bear or significantly influence the performance of the proposed effort. For subcontractors/teaming members/joint venture partners, the relevancy determination will focus on the present and past performance work history as it relates to the specific scope of work the subcontractor/teaming member/joint venture partner is proposed to do for this effort. For the prime contractor, the relevancy determination will include comparison to the entire scope of effort (Market Segment) regardless of whether the prime or a subcontractor/teaming member/joint venture partner is proposed to do the work.

The definitions of relevancy are as follows:

RATING	DEFINITION
Very Relevant	Present/past performance effort involved essentially the same scope and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and complexities this solicitation requires.

The third aspect of the past performance evaluation is to determine how well the contractor performed on previous efforts. In making this determination, the Government reserves the right to use both data provided by the Offeror and data obtained from other sources. Where the relevant performance record indicates performance problems, the Government will consider the number and severity of the problems and the appropriateness and effectiveness of any corrective actions that have been implemented and will evaluate their effectiveness.

To arrive at an overall performance confidence assessment, the evaluation team will consider:

- The combination of the relevancy and performance history of each reference
- The context of present and past efforts (i.e. previous performance as prime contractor or subcontractor) in relation to the Offeror's proposed role on this effort
- The percentage of effort the prime and each subcontractor/teaming member/joint venture partner is contributing to the effort
- The "whole picture" the individual references collectively provide

Offerors that do not possess a record of relevant present or past performance or for whom information on present and past performance is not available will not be evaluated favorably or unfavorably for Past Performance. Such Offerors will receive a “Neutral” rating to signify an “Unknown” confidence rating for the Past Performance factor. A strong record of relevant performance will be considered more advantageous to the Government than a “Neutral/Unknown Confidence” rating. Relevant performance at the prime or subcontractor level also will have a greater impact on the performance confidence assessment than no record of relevant performance. Likewise, more recent and more relevant performance will have a greater impact on the Performance Confidence Assessment than a less recent or less relevant effort. The less relevant a contract is determined to be, the less positive impact the performance associated with that contract will have on the overall performance confidence assessment.

The overall Performance Confidence Assessment is based on the Offeror’s overall record of efforts deemed recent/relevant, the quality of performance on those efforts, and the Offeror’s probability of successfully performing as proposed.

Each Offeror will receive one of the ratings described below:

RATING	DEFINITION
SUBSTANTIAL CONFIDENCE	Based on the Offeror’s recent/relevant performance record, the Government has a high expectation that the Offeror will be able to successfully perform the required effort.
SATISFACTORY CONFIDENCE	Based on the Offeror’s recent/relevant performance record, the Government has a reasonable expectation that the Offeror will be able to successfully perform the required effort.
NEUTRAL CONFIDENCE	No recent/relevant performance record is available or the Offeror’s performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The Offeror may not be evaluated favorably or unfavorably on the factor of past performance.
LIMITED CONFIDENCE	Based on the Offeror’s recent/relevant performance record, the Government has a low expectation that the Offeror will be able to successfully perform the required effort.
NO CONFIDENCE	Based on the Offeror’s recent/relevant performance record, the Government has no expectation that the Offeror will be able to successfully perform the required effort.

M.2.4 FACTOR 3 – SMALL BUSINESS PARTICIPATION COMMITMENT

This factor evaluates the Offeror’s commitment to small business. The Government will evaluate each Offeror’s small business participation commitment on an Acceptable/Unacceptable basis in accordance with the chart below:

RATING	DEFINITION
Acceptable	Proposal indicates an adequate approach and understanding of small business objectives.
Unacceptable	Proposal does not meet small business objectives.

M.2.5 FACTOR 4 – PRICE

The Government will not rate or score price, but will evaluate each Offeror's price proposal for reasonableness and completeness. The Government will use the following focus areas to support the price evaluation:

Reasonableness - The Government will evaluate the reasonableness of the proposed price using one or more of the proposal analysis techniques defined in FAR 15.404. In evaluating reasonableness, the Government will determine if the Offeror's proposed price does not exceed those which would be incurred by a prudent company in the conduct of competitive business. Completeness – The Offeror's price proposal will be considered complete if all required fields within Attachment 3 Price Spreadsheet are filled out. Failure to provide complete pricing may result in a proposal being deemed incomplete and ineligible for award.

NOTE 1: The Offeror's proposed total price shall be used for evaluation purposes only. If awarded an IDIQ contract, the Project Manager III Labor Rate for the Base and Option Ordering Periods shall serve as the ceiling price for any FFP task orders that contain a requirement for a Project Manager III.

NOTE 2: There is no requirement for a Project Manager at the IDIQ level.

M.3.0 BASIS FOR CONTRACT AWARD

M.3.1 BEST VALUE DECISION

The Government will select the best overall offer(s) by Market Segment based on a comparative assessment of the proposals against all source selection criteria: Technical, Past Performance, Small Business Participation Commitment and Price. This is a best value source selection acquisition conducted in accordance with the Federal Acquisition Regulation (FAR), Defense Federal Acquisition Regulation Supplement (DFARS), and DoD Source Selection Procedures. The contracts will be awarded to the Offerors who are deemed responsible in accordance with the FAR, whose proposals conform to the solicitation requirements (including all stated terms, conditions, representations, certifications, and all other information required by Section L of this solicitation), and is judged, based on the evaluation factors to represent the best value to the Government, considering both price and non-price factors.

Following initial awards, a second analysis will be conducted to determine if capability and competition gaps exist within the small business and the various socio-economic groups. These gaps will be filled through awards using the Small Business Reserve. This may result in awards to lower scored or higher-priced Offerors where the decision is consistent with the evaluation factors and the Source Selection Authority (SSA) reasonably determines that the proposals

represent the best value to the Government. While the Government source selection evaluation team and the SSA will strive for maximum objectivity, the source selection process, by its nature, is subjective and therefore professional judgment is implicit throughout the entire process.

M.3.2 GENERAL CONSIDERATIONS

In addition to the evaluation of the specific factors identified in M.2.0, the Government will consider compliance with the solicitation terms and conditions, security requirements and contractor accounting systems. These general considerations do not receive a rating, but will be considered by the source selection authority in making the best value decision.

M.3.2.1 DEPARTMENT OF DEFENSE (DD) FORM 254 SECURITY REQUIREMENTS

The Government will consider the Offeror's current organizational facility security clearances by attaching their DD 254 to the IDIQ. During contract performance only those contract holders with an approved DD Form 254 at the IDIQ level may compete on task orders having security requirements. Offerors not having a current organizational facility security clearance still remain eligible for an ID/IQ award but may not compete at the task order level for task orders having a facility security clearance requirement. See the National Industrial Security Program Operating Manual (NISPOM) for how to obtain a facility security clearance.

M.3.2.2 ACCOUNTING SYSTEM

The Government will consider the Offeror's approved accounting system(s) as part of general considerations. During contract performance only those contractors with a Government approved Accounting System may be eligible to compete for Cost-Type Task Orders.

M.3.3 NUMBER OF CONTRACTS TO BE AWARDED

The Government anticipates awarding approximately 80 contracts with a Small Business Reserve of a minimum of 25% of contract awards. The Government reserves the right to award more or less than 80 contract awards in order to meet Small Business objectives. The Government reserves the right to award one, more than one, or no contracts.

(End of Section M)