SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE 1 OF PAGES 42

2. CONTRACT NO.	3. SOLICITATION NO.	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.
	W911S019R0002	[ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)		0011284476

7. ISSUED BY	8. ADDRESS OFFER TO (If other than Item 7)
MICC - FORT EUSTIS 705 WASHINGTON BLVD FORT EUSTIS VA 23604 CODE W911S0 TEL: FAX:	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 _____ 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 _____ until _____ (Hour) local time _____ (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	B. TELEPHONE (Include area code) (NO COLLECT CALLS)	C. E-MAIL ADDRESS

11. TABLE OF CONTENTS

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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.	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:	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
☐ 10 U.S.C. 2304(c)( ) ☐ 41 U.S.C. 253(c)( )		

24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE

26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA	28. AWARD DATE
TEL: EMAIL:	(Signature of Contracting Officer)	

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

DRAFT

Section B - Supplies or Services and Prices

SCHEDULE B ADDENDUM

B.1.1. This is an indefinite-delivery indefinite-quantity, firm-fixed price (FFP) contract in accordance with FAR 16.504, Indefinite-quantity contracts.

B.1.2. Individual orders issued under the basic contract will be on a FFP basis. The acquisition of services will be done on a FFP basis whereby the contractor is performing services that meet requirements defined in the PWS that can be objectively measured.

B.1.3. The Government is obligated to purchase, from the contractor, a minimum amount of $5,000.00 in services under this contract over the contract ordering period. This is the minimum guarantee for the contract. Please note this minimum guarantee applies to the contract, refer to FAR clause 52.216-19 for the minimum amount required for an order.

B.1.4. The total maximum ceiling amount of this contract is $240,000,000.00 which is the maximum value limitation of all orders placed under this contract. The total of all orders issued under the contract will be closely monitored to ensure the contract ceiling is not exceeded. Please note this maximum ceiling value applies to the contract, refer to FAR clause 52.216-19 for the maximum amount for an order.

B.2. Agency Task and Delivery Order Ombudsman:

Ms. Kim Wentrcek
HQ Mission and Installation Contracting Command
219 Infantry Post Road
JBSA Ft. Sam Houston, TX 78234-1361
Phone: (210) 466-2277
Email: kimberley.a.wentrcek.civ@mail.mil

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Each		
	Base Support Services FFP Provide mission support services to the Futures & Concepts Center (FCC) in accordance with the terms and conditions of the contract, the Performance Work Statement (PWS) and each individual Task Order (TO). FOB: Destination PURCHASE REQUEST NUMBER: 0011284476 PSC CD: R499				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Each		

Travel
COST
Travel costs in support of CLIN 0001. Actual and allowable travel costs are reimbursable up to the Not-To-Exceed (NTE) amount specified. All travel shall be approved by the Contracting Officer or COR. Authorized travel expenses will be reimbursed consistent with generally accepted accounting principles, cost accounting standards, and Federal Acquisition Regulation (FAR) 31.205-46.
FOB: Destination
PSC CD: B599

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Each		

Other Direct Cost
COST
Actual and allowable Other Direct Costs (ODC) Materials in support of CLIN 0001. Actual and allowable ODC's are reimbursable up to the NTE amount. NTE amounts will be specified at the TO level when required. All ODCs shall be preapproved by the COR. ODCs will be reimbursed consistent with generally accepted accounting principles, cost accounting standards, and FAR 31.205-26, Material costs.
FOB: Destination
PSC CD: B599

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Contractor Manpower Reporting (CMR) FFP The contractor is required to submit CMR information associated with performance of all TOs, regardless of dollar amount. In accordance with paragraph 1.6.20, the report will include labor hours or rates, but is not limited to, composite direct/indirect/relevant/ or average labor hours and the value of those hours plus compensation related to labor costs. Reporting inputs will be for labor executed during the TO period of performance during each Government Fiscal Year (FY), which runs from October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31st of each calendar year. The Ordering Period for the Multiple Award Indefinite Delivery Indefinite Quantity (MAIDIQ) contract will be five (5) years. CMR CLIN to be included in each Task Order for reporting purposes.				
				NET AMT	

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT

The Performance Work Statement (PWS) is attached to the solicitation. Reference Section J - 'Attachment 1'

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	N/A	N/A	N/A	N/A

Section F - Deliveries or Performance

ORDERING PERIOD

This Multiple Award Task Order Contract (MATOC) provides for a five (5) year ordering period between 17 December 2019 through 16 December 2024.

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.242-17	Government Delay Of Work	APR 1984

Section G - Contract Administration Data

CONTRACT ADMINISTRATION

G.1. Contract Administration.

G.1.1. The FCC MATOC IDIQ contracts and Task Orders will be administered by the Mission and Installation Contracting Command (MICC) - Fort Eustis, Virginia.

G.1.2. The Contractor will be provided the names of responsible personnel upon contract award. A Contract Specialist and Contracting Officer will be assigned from the MICC - Fort Eustis, Virginia serving in capacity of Contract Administrators. Personnel changes may be made at any time by written notice from the Government.

G.2. Post-Award Conference.

G.2.1. A post award conference (as described in FAR Subpart 42.5, Post-award Orientation), will be held by MICC – Fort Eustis. At a minimum, the Contractor's Project Manager shall attend the conference. If the contract involves subcontractors, a representative of each subcontractor may also attend.

G.2.2. The Contracting Officer and the Contractor will agree to the date, time, and location of the conference after contract award. In event of a conflict in schedules, the Contracting Officer will establish the date for the conference.

G.3. Ordering.

G.3.1. This contract is intended for maximum flexibility in providing for an expedited ordering process in order to satisfy customer needs. All ordering procedures shall be simplified and streamlined to the maximum extent, but shall remain in compliance with FAR 16.505, Ordering. The KO may exercise broad discretion in developing the most appropriate order placement procedures.

G.3.2. Formal evaluation plans or scoring of quotes or offers are not required for orders competed under the MATOC IDIQ contracts; however sufficient documentation shall be maintained to clearly support the selection decision. KOs will consider the nature, value, duration, extent of existing information (e.g., past performance information, existing quality control plans, etc.), and the extent of information requested when determining the order placement approach, submission requirements and response time. This content is not to be construed to mandate that FAR subpart 15.3, Source Selection procedures are to be used. As prescribed in FAR 16.505(b)(1)(ii), subpart 15.3 does not apply to the ordering process.

G.3.3. Orders are exempt from the development of an acquisition plan/strategy as one has already been approved by the Principal Assistant Responsible for Contracting.

G.3.4. Orders will be solicited in a streamlined manner. When a requirement is needed, each contractor will be issued a Request for Task Order (RTOR) with the following information in order to compete for each task order:

G.3.4.1. Price Schedule

G.3.4.2. Performance Work Statement

G.3.4.3. Response Date

G.3.4.4. Intended type of source selection – Lowest Price Technically Acceptable (LPTA) or Tradeoff.

G.3.4.5. Any other information that may be relevant to that particular order

G.3.5. The length of time between release of the TOR and submission of TO proposals shall be commensurate with the complexity of the requirement. The Government may use draft task order requests when deemed beneficial and sufficient time is available.

G.3.6. Fair Opportunity. In accordance with FAR 16.505(b)(1), the KO must provide each contract awardee a fair opportunity to be considered for each TO exceeding $3,500.00, except as provided at FAR 16.505(b)(2). Pursuant to FAR 16.505(b)(1)(iii), each order exceeding the simplified acquisition threshold shall be placed on a competitive basis unless supported by a written determination that one of the circumstances described at 16.505(b)(2)(i) applies to the order and the requirement is waived on the basis of a justification that is prepared in accordance with 16.505(b)(2)(ii)(B).

G.3.7. The FCC MATOC IDIQ base contract cannot predetermine all the contract provisions/clauses for future individual TOs. All contract clauses in the basic IDIQ contract flow down to task orders, as needed. However, clauses may be added at the task order level as long as they do not conflict with the clauses included in the basic contract. For example, 52.217-8, Option to Extend Services, and 52.217-9, Option to Extend the Term of the Contract, may be included and tailored at the task order level as well as clauses related to Government Furnished Property.

G.3.8. Incorporation of Proposals in Task Order Awards.

G.3.8.1. Successful task order proposal shall be incorporated into the task order award using this language, "Contractor's proposal dated MM/DD/YY is hereby incorporated by reference. In the event of inconsistencies between the provisions of the contract and proposal, the inconsistencies shall be resolved by the following order of precedence: (1) the contact excluding the proposal then (2) the proposal.

G.3.8.2. When trade-off source selection is used to award a task order, the performance or capabilities proposed above the mandatory minimums shall be incorporated into the contract.

CLAUSES INCORPORATED BY REFERENCE

52.228-5	Insurance - Work On A Government Installation	JAN 1997
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7006	Billing Instructions	OCT 2005
252.232-7998 (Dev)	Supplier Self Service Pilot (Deviation 2018-A0001) (DEC 2017)	APR 2018

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(a) Definitions. As used in this clause—

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

"Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at https://www.sam.gov; and

(2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/.

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):
2-in-1 Invoice (Services)

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—**2-in1 Invoices (Services)**

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.
(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	*Data to be entered in WAWF*
Pay Official DoDAAC	HQ0490
Issue By DoDAAC	W91CNY
Admin DoDAAC**	W911S0
Inspect By DoDAAC	W91CNY
Ship To Code	____
Ship From Code	____
Mark For Code	____
Service Approver (DoDAAC)	W911S0
Service Acceptor (DoDAAC)	W911S0
Accept at Other DoDAAC	____
LPO DoDAAC	____
DCAA Auditor DoDAAC	____
Other DoDAAC(s)	____

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact. **Any contracting activity point of contact will be provided at the time of award.**

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

Section H - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTS

H.1 Organizational and Consultant Conflicts of Interest (OCI) (FAR Subpart 9.5 and its Supplements)
H.1.1 The contractor agrees that if it assists in the preparation of specifications, work statements, or statement of objectives, for a system or services under this Contract, or assists in the development of acquisition strategies or evaluation criteria or otherwise provides acquisition support under this Contract, it will not be allowed to furnish these items or services, either as a prime contractor, a subcontractor or as a consultant. (FAR 9.505-2 Organizational and Consultant Conflicts of Interest – Preparing specifications or work statements).

H.1.2 The contractor agrees that if it gains access to proprietary data of other companies, it shall protect such data and it shall not use such proprietary data in supplying systems or components in future competitive procurements. In addition, the contractor agrees to protect the proprietary data and rights of other organizations disclosed to the contractor during performance of this contract with the same caution that a reasonably prudent contractor would use to safeguard highly valuable property. The contractor also agrees that if it gains access to the proprietary information of other companies, it shall enter into an agreement with the other companies to protect their information from unauthorized use or disclosure for as long as it remains proprietary and refrain from using the information for any purpose other than that for which it was furnished. (FAR 9.505-4 Organizational and Consultant Conflicts of Interest – Obtaining access to proprietary information)

H.1.3 The contractor agrees that it shall not distribute reports, data, or information of any nature arising from its performance under this contract, except as provided herein, or as may be directed by the Contracting Officer.

H.1.4 The contractor shall include the above provisions, including this paragraph, in all agreements with teaming partners, consultants, and subcontractors at any tier which calls for performance related to this contract and involves access to information covered above, unless excused in writing by the Contracting Officer. The use of this clause in such agreements shall be read by substituting the word "teaming partner," "consultant," or "subcontractor" for the word "contractor" whenever the latter appears.

H.1.5 The contractor agrees that if an actual or potential OCI arises prior or after award, with regard to any contract, task order or modification thereto, the contractor shall make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict. All actual or potential OCI situations shall be handled in accordance with FAR Subpart 9.5.

H.1.6 The Government may terminate the contract for convenience, in whole or in part, if it deems such termination necessary to avoid a potential OCI. If the contractor was aware of an OCI prior to award, or discovered such facts after award and intentionally did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the task order and/or contract in accordance with the "Default" clause of this contract; pursue debarment of the contractor, and/or pursue such other remedies as may be permitted by law or regulation (including the FAR and its supplements).

H.1.7 The Government may, at its sole discretion, waive any provisions of this clause if deemed in the best interest of the Government.

H.2 Preventing Personal Conflicts of Interest for Contractor Employees (FAR Subpart 3.11)
H.2.1 In the course of performance pursuant to this contract, contractor employees will be participating personally and substantially in duties that have a direct and predictable effect upon other non-Federal entities. The contractor

agrees to use its best efforts to ensure those employees and others performing services under this contract avoid conflicts of interest or the appearance thereof.

Personal and Substantial. To participate personally means to participate directly. It includes the direct and active supervision of the participation of a subordinate in the matter. To participate substantially means that the employee's involvement is of significance to the matter. Participation may be substantial even though it is not determinative of the outcome of a particular matter; however, it requires more than official responsibility, knowledge, perfunctory involvement, or involvement on an administrative or peripheral issue. A finding of substantiality should be based not only on the effort devoted to a matter, but also on the importance of the effort. While a series of peripheral involvements may be insubstantial, the single act of approving or participating in a critical step may be substantial. Personal and substantial participation may occur when, for example, an employee participates through decision, approval, disapproval, recommendation, investigation or the rendering of advice in a particular matter.

H.3. Insurance –Work on a Government Installation (JAN 1997)

The Contractor shall provide proof of insurance IAW 52.228-5 30 days prior to contract performance start date and throughout the entire ordering period. The contractor shall provide proof of insurance upon renewal and expiration of the current insurance certificate. In accordance with FAR clause 52.228-5 entitled, “Insurance--Work on a Government Installation” the following minimum amounts of insurance are required.

Workmen’s Compensation	As required by state laws
Employer’s Liability Insurance	$100,000
General Liability Insurance/Bodily Injury Liability	$500,000 per occurrence
Auto Liability Insurance	$200,000 per person
Bodily Injury	$500,000 per occurrence
Property Damage	$20,000 per occurrence

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
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	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
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	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-14	Display of Hotline Poster(s)	OCT 2015
52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
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
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2018
52.204-13	System for Award Management Maintenance	OCT 2018
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
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	APR 2011
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.219-9	Small Business Subcontracting Plan	AUG 2018
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2018
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010

52.222-41	Service Contract Labor Standards	AUG 2018
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	AUG 2018
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.224-3	Privacy Training	JAN 2017
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-14	Rights in Data--General	MAY 2014
52.227-17	Rights In Data-Special Works	DEC 2007
52.227-18	Rights in Data--Existing Works	DEC 2007
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
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
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JAN 2017
52.232-32	Performance-Based Payments	APR 2012
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-37	Multiple Payment Arrangements	MAY 1999
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.243-1 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II	APR 1984
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-7	Notification Of Changes	JAN 2017
52.245-1	Government Property	JAN 2017
52.245-9	Use And Charges	APR 2012
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	OCT 2010

52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 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	DEC 2012
252.203-7004	Display of Hotline Posters	OCT 2016
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7006	Billing Instructions	OCT 2005
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.215-7007	Notice of Intent to Resolicit	JUN 2012
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	DEC 2018
252.219-7003 Alt I	Small Business Subcontracting Plan (DoD Contracts)(DEC 2018) Alternate I	DEC 2018
252.219-7004	Small Business Subcontracting Plan (Test Program)	APR 2018
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States	OCT 2015
252.225-7041	Correspondence in English	JUN 1997
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	JUN 2015
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
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
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7020	Rights In Special Works	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
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
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7007	Limitation Of Government's Obligation	APR 2014
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	DEC 2017
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	DEC 2017
252.246-7001	Warranty Of Data	MAR 2014
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

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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 $5,000.00, 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 $5,000.00

(2) Any order for a combination of items in excess of $25,000.00; or

(3) A series of orders from the same ordering office within 30 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 five (5) 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 **16 December 2024.**

(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 sixty (60) days.

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JULY 2013)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is ``not dominant in its field of operation'' when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at http://www.sba.gov/content/table-small-business-size-standards.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ( ) is, ( ) is not a small business concern under NAICS Code 541690- assigned to contract number .

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

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):

www.acquisition.gov

(End of provision)

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):

www.acquisiton.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 Department of Defense Federal Acquisition Regulation Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.216-7006 ORDERING (MAY 2011)

(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 contract schedule. Such orders may be issued from 17 Dec 2019 through 16 Dec 2024.

(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)(1) If issued electronically, the order is considered ``issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered ``issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.
(End of Clause)

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTS
Attachment 1: Performance Work Statement (PWS)
Attachment 2: CDRLs (DD 1423)
Attachment 3: Wage Determination
Attachment 4: DD 254 Form

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52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2018)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541690.

(2) The small business size standard is $15,000,000.

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

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

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

(ix) 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.

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

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

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

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

(xii) 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.

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

(xiv) 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.

(xv) 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.

(xvi) 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.

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

(xviii) 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.)

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

(xx) 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 $80,317, the provision with its Alternate II applies.

(D) If the acquisition value is $80,317 or more but is less than $100,000, the provision with its Alternate III applies.

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

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

(xxiii) 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.

(xxiv) 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:

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

(ii) 52.204-20, Predecessor of Offeror.

X (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

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)

Section K - Representations, Certifications and Other Statements of Offerors

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52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.209-7	Information Regarding Responsibility Matters	OCT 2018
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan.	MAR 2015
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JAN 2011

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	JUL 2016
52.215-1 Alt I	Instructions to Offerors--Competitive Acquisition (Jan 2017) - Alternate I	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	OCT 2010
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.216-27	Single or Multiple Awards	OCT 1995
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993

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52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Indefinite Delivery/Indefinite Quantity (IDIQ) Multiple Award Task Order Contract (MATOC) contract resulting from this 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 Mission and Installation Contracting Command, MICC-Fort Eustis, Ms. Del J. Celano, 705 Washington Blvd, Suite 126, Fort Eustis, VA 23604 or electronically at delphia.j.celano.civ@mail.mil.

(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)

INSTRUCTION TO OFFERORS
Pending Acquisition Strategy Approval as of 10 April 19.

1. Proposal Submission Instructions.

a. Proposals shall be submitted prior to the closing date and time identified on the SF 1449. Electronic submissions are required. Facsimile submissions will not be accepted. Address all questions or concerns to Melinda Paynter, Contract Specialist, at melinda.c.paynter.civ@mail.mil and “CC” Delphia Celano, Contracting Officer, at delphia.j.celano.civ@mail.mil. All questions regarding this solicitation shall be submitted in writing via email by (date to be determined).

b. The offeror's proposal shall consist of three (3) volumes. The volumes are: (1) General, (2) Price, and (3) MATOC Staffing and Management Approach; Technical Approach. The files shall not contain classified data. The use of hyperlinks in proposals is prohibited.

c. Offerors are cautioned that "parroting" of the Technical requirements or the PWS with a statement of intent to perform *does not* reflect an understanding of the requirement or capability to perform. Offerors are responsible for including sufficient details to permit a complete and accurate evaluation of each proposal. Proprietary information shall be clearly marked.

d. The selection will be conducted utilizing source selection (negotiated) procedures as delineated in FAR Subpart 15.3. Offers will be evaluated using the criteria in the solicitation Section M-Evaluation Factors for Award. Noncompliance with the RFP requirements may hamper the Government's ability to properly evaluate the proposal and may result in elimination of the proposal from further consideration for contract award. The submission of the documentation specified in within paragraph D, 'Proposal Submission' will constitute the offeror's acceptance of the terms and conditions of the RFP, concurrence with the PWS, and the proposed contract type.

e. As set forth in FAR 52.215-1 (f)(1), the Government intends to award a contract resulting from a solicitation to the responsible offerors whose proposal represents the best value after evaluation in accordance with the factors and sub-factors; therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. IAW DFARS 215.306(c) (1), discussions should be held. However, the Government may choose to award a contract without discussions. In the event that discussions are held, a competitive range determination will be made. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer 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. These instructions prescribe the format for the proposal and describe the approach for the development and presentation of proposal data. These instructions are designed to ensure the submission of necessary information to provide for the understanding and comprehensive evaluation of proposals. If an offeror believes that the requirements in these instructions contain an error, an ambiguity, omission, or are otherwise unsound, the offeror shall immediately notify the Contracting Officer in writing with supporting rationale. The offeror is reminded that the Government reserves the right to award this effort based on the initial proposal, as received, without discussion.

In accordance with FAR Subpart 4.8 (Government Contract Files), the Government will retain one copy of all unsuccessful proposals.

2. Proposal Submission Requirements

a. Offerors shall submit a proposal via email to the Contracts Specialist and Contracting Officer identified in Paragraph 1 or by CD ROM. If submitted by CD ROM or DVD, please mail it to Mission and Installation Contracting Command –Fort Eustis (MICC-FE), Bldg. 705 Washington Ave., Suite 101, Fort Eustis, VA 23604. Each proposal volume shall be clearly labeled with its Title and a copy number (e.g., copy 1 of 5). Any pages that are changed (as a result of negotiations or proposal revisions) should indicate the changed information clearly marked by a vertical line in the right margin of the page. The revised pages shall be dated.

b. Electronic printing should be single spaced. Each paragraph shall be separated by at least one blank line. A standard, 12-point minimum font size applies. Arial or New Times Roman fonts are required. Tables and illustrations may use a reduced font size no less than 8-point and may be landscape. Cross-references should be utilized to preclude unnecessary duplication of data between sections. File names should be "Company Name – Initial" for the first submission. File name of later submissions (if necessary), shall be "Company Name – Revision X' with X indicating the number of the revision.

c. The following volumes of material shall be submitted:

VOLUME	TITLE	PAGE LIMITS	NO. OF DIGITAL COPIES (CD ROM)
I	General	N/A	1
II	Cost/Price	N/A	See above
III	MATOC Staffing and Management Approach; Technical Approach	40	See above

NOTE: Pages that exceed the required page limitations will not be evaluated. Additional pages over the maximum allowed will be removed or not read and will not be evaluated by the Government.

d. The Government will not accept any changes to the contractor's proposal after the closing date of the solicitation (See FAR 15.208 for further information regarding late proposals).

e. Page Limit Includes: All appendices, resumes, charts, graphs, diagrams, tables, photographs, drawings, etc. Page Limit does not include the consent letters, covers for volumes, tables of contents, glossary of abbreviations and acronyms, indices, title pages, cross reference indices, and section dividers/tables if they are inserted solely to provide ease to the reader in locating parts/sections of the proposal. Manpower charts and the small business subcontracting plan are excluded from the page count. Pages will be counted if they contain any other information, i.e., diagrams, extraneous data, etc. Pages marked "This page intentionally left blank" will not be counted. If discussions become necessary, page limitations may be placed on responses to Evaluation Notices (ENs). The specified page limits for EN responses will be identified in the letters forwarding the ENs to the offerors.

f. What Counts As A Page? A page is equivalent to an 8 ½ X 11" sheet of paper. When both sides of a sheet display printed material, it shall be counted as two pages. Letter size and spacing requirements for illustrations and tables can be at the discretion of the offeror but must be easily readable. The contractor shall number each page in order to eliminate any confusion. In the event contractor creates an ambiguity in their numbering of pages, the Government may exercise its own discretion in counting pages.

g. Indexing. Each volume shall contain a detailed table of contents to delineate the subparagraphs within that volume. Electronic Tab indexing shall be used to identify sections. Glossary of Abbreviations and Acronyms. Each volume shall contain a glossary of all abbreviations and acronyms used, with a definition for each.

h. Exceptions: Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors or sub-factors. Failure to meet a requirement may result in an offer being ineligible for award. If the offeror finds it necessary to take exception to any of the requirements specified in this solicitation, the offeror shall clearly identify the applicable Volume and exceptions with a complete explanation of why the exception was taken, what benefit accrues to the Government (if any), and its impact, if any, on the performance, schedule, cost, and specific requirements of the solicitation. Each exception shall be specifically related to each paragraph and/or specific part of the solicitation to which the exception is taken. ***Offerors are cautioned that taking an exception may render the offer ineligible for award.*** This information shall be provided in the format below.

Solicitation Document	**Page/Paragraph**	**Requirement/Portion**	**Rationale & Impact**

Section B, PWS, Section L&M, etc.	*Applicable Page and Paragraph Numbers*	*Identify the requirement or portion to which exception is taken*	*Describe the rationale and impact of the exception*

3. Proposal Files

a. Format. The submission shall be clearly indexed and logically assembled. Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date and RFP number in the header and/or footer. A Table of Contents should be created using the Table of Content feature in MS Word. MS Word (doc) files shall use the following page setup parameters:

Margins – Top, Bottom, Left, Right – 1”
Gutter – 0”
From Edge – Header, Footer 0.5”
Page Size, Width – 8.5”
Page Size, Height – 11”

NOTE: 11X17 electronic pages are acceptable for tables/graphic representations; however, each 11X17 page counts as two pages.

The following additional restrictions apply:

b. File Packaging. All of the proposal files shall be compressed (zipped) into one file entitled proposal zip using WinZip version 6.2 or later, or as separate uploads in their native format, i.e. doc, xls, ppt, etc., and provided on CDs or DVDs. Zip disks are not permitted. Files shall be in read-only format, using PDF files. All price breakdown information to aide in the cost/price evaluation shall be submitted in Microsoft Office Excel Read/Write format and viewable in Microsoft Excel 2013. Each disc shall be externally labeled with the volume number, date, and the offeror’s name. **Please note – Self extracting exe files are not acceptable.

c. Content Requirement. All information shall be confined to the appropriate file. The offeror shall confine submissions to essential matters, sufficient to define the proposal in a concise manner, to permit a complete and accurate evaluation of each proposal. Each file of the proposal shall consist of a Table of Contents, Summary Section, and the Narrative discussion. The Summary Section shall contain a brief abstract of the file. Proprietary information shall be clearly marked. The following shall be included in the Narrative discussion:

1) Volume I – General. Offerors are required to submit a completed SF 33 (including acknowledgment of Amendments), SF 33 – Continuation Sheets, Small Business Participation Proposal, and Representation, Certifications, and Other Statements of Offerors. All final monetary extensions shall be in whole dollars only. Failure to follow the below Contract Proposal preparation instructions may cause the proposal to be deemed unacceptable by the Government. Volume I shall be organized as follows and contain the identified information:

TAB A, Exceptions/Assumptions (if required) - Identification and explanation of any exceptions or deviations. Additionally, any assumptions used in the proposal preparation must be identified.

TAB B, SF 33 - The SF 33 shall be fully completed upon submission. The offeror is cautioned that the SF 33 must contain an accurate and validated electronic signature in block 17 of the form. The contractor shall acknowledge any amendments to the RFP in accordance with the instructions on the SF 33 with Section L, FAR 52.215-1 (b), Instruction to Offerors—Competitive Acquisition. The offeror shall provide the name, title and telephone number of the company/division point of contact regarding decisions made with respect to your proposal and who can obligate your company contractually. Also, identify those individuals authorized to negotiate with the Government.

TAB C, Section B (Services and Prices/Costs) - Section B shall be submitted fully completed and error free. It shall contain the offeror's prices for the established Contract Line Items (CLINS) for the MATOC. In addition, Offerors shall submit the fully completed JMC Task Order Section B found in Section J of the solicitation.

TAB D, Section K (Representation, Certifications, and Other Statements of Offerors) – The offeror shall ensure that they are registered in the System for Award Management (SAM) at www.sam.gov. The offeror shall complete the annual representations and certifications electronically. All certification/representation shall be completed truthfully and completely. The Government will not award to a contractor who is not SAM registered.

TAB E, Specific Relevant Contracts Sheet – The Offeror shall provide documentation outlining the offeror's past performance with contracts, as a prime or major subcontractor, which is the same or similar in nature, size, and complexity to the services being procured under this solicitation. The submittal shall include rationale supporting offerors assertion of relevance and how it was determined that the work performed previously was the same or similar in nature, size, and complexity to the work specified by this solicitation. The Specific Relevant Contracts Sheet shall address the following:

1) Contract Number, Award Date and Contract type.
2) Price/Cost – original awarded AND final (or projected final, if contract is current).
3) Delivery Schedule – original AND final (or projected final, if the contract is current).
4) Contact Information - Address and telephone number for the Government (or commercial) procuring contracting activity AND contract administrative activity (if applicable).
5) Procuring Contracting Officer (PCO)
6) Administrative Contracting Officer (ACO)
7) Government or commercial technical representative or COR
8) Relevancy Description - Identify in specific detail for each contract listed, why or how you consider that effort relevant or similar to the effort required by this solicitation. In determining relevancy, consideration should be given but not limited to such things as product/service similarity, product/service, size and complexity, contract type, contract environment, division of company proposing, and subcontractor interaction.
9) Narrative explanation on each contract listed describing the objectives achieved and the following data: any cost growth or schedule delays encountered. For any Government contracts which did not/do not meet original requirements with regard to cost, schedule, or technical performance, a brief explanation of the reason(s) for such shortcomings and any demonstrated corrective actions taken to avoid recurrence. Offerors may include a discussion of efforts accomplished by the offeror to resolve problems encountered on prior contracts as well as past efforts to identify and manage program risk. Merely having problems does not automatically equate to a Limited or a No Confidence rating, since the problems encountered may have been on a more complex program, or an offeror may have subsequently demonstrated the ability to overcome the problems encountered. The offeror is required to clearly demonstrate management actions employed in overcoming problems and the effects of those actions, in terms of improvements achieved or problems rectified. This may allow the offeror to be considered a Substantial Confidence or Satisfactory Confidence candidate.
10) Negative Performance Documentation. A copy of any cure notices, show cause letters or contract discrepancy reports received on each contract listed and a description of any corrective action by the offeror or proposed subcontractor.
11) Completion Date/Delivery Schedule. The contractor shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary.

TAB F, Small Business Participation Proposal – All offerors are required to submit a Small Business Participation Proposal individually addressing the following areas:

1) the extent in which the small business programs listed in FAR Part 19 and Part 26 (small business, small disadvantaged business, woman-owned small business, HUBZone small business, service-disabled veteran-owned small business, Historically Black Colleges and Universities/Minority Institutions, etc.) are specifically identified in the Small Business Participation Proposal;

2) the extent of commitment to use such firms (for example, enforceable commitments such as signed teaming agreements are to be considered more heavily than non-enforceable ones);
3) the complexity and variety of the work small business firms are proposed to perform in completion of this contract;
4) the extent of utilization of small business firms on prior contracts; and
5) the extent of participation of small business firms on this acquisition in terms of the value of the total acquisition. This shall be represented both in dollars and percentages for the base year and for each individual option period.

The Small Business Participation Proposal shall be organized as follows:

a) Prime Contractor type of business (check all that apply):

{ } Large
{ } Small (also check type of small business)
{ } Small Non-Disadvantaged Business
{ } Small Disadvantaged Business
{ } Woman-Owned Small Business
{ } HUBZone Small Business
{ } Veteran-Owned Small Business
{ } Service-Disabled Veteran-Owned Small Business

b) Value of the Total Acquisition (including options): $ _____
c) Dollar value of Offeror's participation as prime contractor: $ _____
d) Dollar value and percentage of proposed subcontracted effort based on value of the total acquisition:

	Dollar Value	Percentage of Total Value of Acquisition
Large	$_____	$_____
Total Small	$_____	$_____
Small Non-Disadvantaged	$_____	$_____
Small Disadvantaged	$_____	$_____
Small Woman-Owned	$_____	$_____
Small HubZone	$_____	$_____
Small Veteran-Owned	$_____	$_____
Small Service-Disabled Veteran-Owned	$_____	$_____

All representations above shall be accompanied by detailed supporting documentation regarding individual commitments.

NOTE: The sum of the dollar values and percentages of "Small Non-Disadvantaged" and "Small Disadvantaged" should equal the entries for the "Total Small." However, the sum of all the percentages need not equal 100% since the prime contractor is not included and individual subcontractors may be counted toward more than one category. Small Businesses proposing as prime contractors may include their contract performance in the dollars and percentages in the chart above as part of their small business participation proposal.

e) List principal supplies/services (be specific) to be subcontracted to:

	Name of Company	Type of Supply/Service
Large	_____	_____
Small Non-Disadvantaged	_____	_____
Small Disadvantaged	_____	_____
Small Woman-Owned	_____	_____

Small HUBZone	_____	_____
Small Veteran-Owned	_____	_____
Small Service-Disabled Veteran Owned	_____	_____

f) Prior Performance Information: Provide information substantiating the Offeror's track record of utilizing small business on past contracts. For Large Businesses, include SF 294 and SF 295 (or Individual Subcontracting and Summary Subcontracting Reports in eSRS) information for government contracts with these reporting requirements for the last three years. If Offeror has had no contract in the last three years with these reporting requirements, a statement to that effect must be included. For Large and Small Businesses, provide descriptive information for all small business categories. Any information concerning long-term relationships with Small Business subcontractors, such as mentor-protégé relationships should also be provided.

g) Extent of Commitment: Provide documentation regarding enforceable commitments to utilize any small business category, as defined in FAR Part 19 and Part 26, as subcontractors.

1) Volume II – Price

TAB A, Contractor Pricing for MATOC. The offeror will be required to complete other than certified cost & pricing data in the format of FAR Table 15-2 for evaluation.

a. The offeror's proposal shall be for a five year ordering period. Table 15-2 shall reflect pricing for the base year and four (4) one year periods. CLIN 0001 shall include the aggregate cost and price for the ordering period of the MATOC. The rates proposed for each year cannot be adjusted except for instances where the labor categories are subject to the Service Contract Act and a revision is permitted under the provisions of FAR Clause 52.222-43. Therefore, offerors are cautioned to include inflation where warranted.

b. The Government is providing a list of potential labor categories. This list is not all inclusive and offerors may propose other positions. However, if another position is proposed, the offeror shall provide an explanation as to how the proposed labor category relates to the Government listed categories.

c. For comparative purposes, the offeror must propose using the total hours listed below. The quantities listed below are for a period of one (1) year. The quantities identified below have been provided for evaluation purposes only.

d. Should a contract be issued to the offeror, the proposed rates provided will become the maximum rate allowable (ceiling price) for that labor category when pricing task orders.

Potential Labor Categories

Administrative Assistant	7680
Administrative & Software Analyst	3840
Army Communications Network Analyst	5760
Business Leader	3840
Chief Engineer	5760
Defense Systems Senior Military Analyst/ Defense Systems Research Analyst	28800
Force Design Analyst	3840
Function Analyst III	113504
Functional Analyst I, II	97380
Graphic Designer	3840
Information Engineer	3840
Information Technology Analyst	7680

Functional Analyst IV	5760
Configuration Management Analyst I	3840
Network Specialist Master	5760
Principle Functional Specialist	19200
Principal Functional Specialist II	19200
Principal Functional Specialist III	5760
Program Analyst III	19200
Program Manager	19200
Senior Communications Analyst	9600
Senior Engineer	38400
Senior Intelligence Systems Applications & Sensor Analyst	9600
Strategic Planner/Communication Analyst / Strategic Planner & Analysis Analyst	38400
Study & Planning Analyst	28800
System Analyst	5760
Systems Engineer & Research Analyst	7680
Systems Operations Research Analyst I,II,IV,V	38400
Task Lead	57600
Technician II	9600
Subject Matter Expert	38400

TAB B, Offeror's Professional Employee Compensation Plan. Offeror shall submit their Professional Employee Compensation Plan as required by FAR clause 52.222-46. Information contained in this section will be used in the evaluation of cost/price as defined in Factor 6.

2) Volume III – MATOC Staffing and Management Approach; Technical Approach.

a. The MATOC Staffing and Management Approach; Technical Approach Volume shall be clear, concise, and include sufficient detail for effective evaluation and for substantiating the validity of stated claims. Legibility, clarity and coherence are very important. Your responses will be evaluated against the MATOC Staffing and Management Approach and the MATOC Technical Approach factors stated in Section M. The proposal should not simply rephrase or restate the Government's requirements, but rather shall provide convincing rationale to address how the offeror intends to meet these requirements. Statements that the offeror understands, can, or will comply with the PWS (including referenced publications, technical data, etc.); statements paraphrasing the PWS or parts thereof (including applicable publications, technical data, etc.); and phrases such as "standard procedures will be employed" or "well known techniques will be used," etc., will be considered unacceptable. Offerors shall assume that the Government has no prior knowledge of their facilities and experience. The Government will base its evaluation on the information presented in the offeror's proposal. Elaborate brochures or documentation, binding, detailed art work, or other embellishments are unnecessary and are not desired.

b. The MATOC Staffing and Management Approach; Technical Approach Volume shall, at a minimum, be prepared in a form consistent with the PWS and the evaluation criteria. The Volume shall be prepared in an orderly format and in sufficient detail to enable the Government to make a thorough evaluation of the offeror's technical competence and ability to comply with the contract requirements specified in the PWS. The offeror shall address as specifically as possible the actual methodology it will use for accomplishing the PWS requirements. The MATOC Staffing and Management Approach; Technical Approach Volume shall be organized according to the following general format:

- Table of Contents

- List of Table and Drawings
- Cross Reference Matrix
- Exceptions/Assumptions (Identification and explanation of any exceptions or deviations. Additionally, identify any assumptions used in preparing the proposal.)
- MATOC Staffing and Management Approach
- MATOC Technical Approach

Factor 1: Offerors shall submit a Staffing and Management Approach with their proposal. The proposal will be evaluated on the clarity and reasonableness of the staffing approach to accomplish the complexity and magnitude of service requirements. Proposal will be evaluated on the Offeror's demonstration of its methodology for controlling, planning and executing the work, while minimizing performance and schedule risk in meeting performance and schedule objectives and standards. The Government will evaluate the Offeror's proposed organizational structure including the lines of management authority, supervision, span of control, and accountability. Proposals will be evaluated on the Offeror's ability to manage a workforce capable of accomplishing individual work requirements of the PWS and the depth of experienced resources available. The evaluation will also include the following:

- key positions, rationale for why the Offeror has designated the position as "key" and the qualifications that will be required of these key positions (i.e., degree, certifications, licenses, relevant experience);
- the Offeror's ability to hire and retain key personnel with a wide diversity of experience, education, and qualifications with proven expertise in their field to successfully meet the requirements;
- innovative methods to reduce personnel turn-over and turbulence; and,
- the Offeror's ability to demonstrate a reasonable timeline for hiring, training, and replacement of personnel with adequate numbers of personnel;
- detailed organization chart (to include proposed organizational elements);
- individual authorities and where decision-making authority lies within the Offeror's organization;
- the management of subcontractors and/or teaming partners, and their integration into the overall structure;
- relationships between corporate and on-site management/administration; between/across technical specifications; and between the prime and its subcontractors;
- a detailed quality control plan (QCP) including processes that address all aspects of performance and demonstrates how the Offeror will manage contract performance and ensure quality in support provided, including subcontractors; and,
- the Offeror's approach to surge requirements detailing plans for TOR responses, implementation of TO awards, and the ability to manage multiple TO(s) concurrently.

Factor 2: MATOC Technical Approach. Proposals will be evaluated on the Offeror's demonstration of an efficient and effective technical approach to accomplishing the work for all Task Areas and its approach to mitigating risks. The proposal shall demonstrate the Offeror has a clear understanding of the PWS requirements and the ability to successfully perform the tasks identified as they relate to ARCIC's mission.

4. Discussions.

In accordance with FAR 15.306(d), discussion sessions with each offeror may be held. Should discussions take place, all offerors in the competitive range will be allowed a minimum of 14 calendar days to submit Final Proposal Revisions. If discussions are conducted, the Contracting Officer will schedule the discussion sessions, and each offeror will be notified of the time and place at least three (3) business days prior to their discussion session. Appropriate security clearances should be provided by the offerors in sufficient time to process the requests. The Contracting Officer will provide additional instructions with the notification. The discussion sessions will take place at a facility of the Government's choosing in the Fort Eustis, VA area.

Section M - Evaluation Factors for Award

EVALUATION FACTORS FOR AWARD
Pending Acquisition Strategy Approval as of 5 Apr 19.

1. This is a best value trade-off source selection conducted in accordance with Federal Acquisition Regulation (FAR) 15.3, Source Selection: as supplemented by the Defense Federal Acquisition Regulation Supplement (DFARS), and the Army Federal Acquisition Regulation Supplement (AFARS). The Government will select the best overall offers based upon an integrated assessment of the MATOC Staffing and Management Approach, MATOC Technical Approach, Past Performance, Small Business Participation, and Cost/Price Factors. Contracts may be awarded to the offerors who are deemed responsible in accordance with the FAR, as supplemented, whose proposal conforms to the solicitation's requirements (to include all stated terms, conditions, representations, certifications and all other information required by Section L of the solicitation) and are judged by an overall assessment of the evaluation factors and subfactors to represent the offers most advantageous to the Government. As part of making the assessment, a best value analysis will be performed determining whether or not exceeding the minimum requirements at an associated price provides the best value to the Government.

2. Best Value Trade-Off Goals for the IDIQ MATOC: The Government is looking for innovative ideas and support personnel with demonstrated superior skills in research, analysis, writing, communication and technical expertise. A proposal that demonstrates superior processes, plans, and ability to provide better qualified personnel may be worth more to the Government than a proposal that just meets the minimum needs. Contractor support and deliverables provided on future TOs affect the Army's future in its efforts to create, test, and integrate military concepts and warfighting solutions; accelerate the development, integration, and equipping of capabilities for the Army; identify and characterize operational needs of the current force; and lead or play a crucial role in the process of evaluating, integrating, and assessing rapid equipping capability solutions across DOTMLPF capabilities. Examples of possible innovations, not all inclusive, are:

   • Management and staff experience in joint operations (e.g. planning at the J3 or J5 level at CENTCOM, other agency experience, advanced degrees in political science, etc.)
   • Research, analytical and writing skills (e.g. published, prior experience).
   • Demonstrated ability to engage in critical thinking and express conceptual ideas.
   • Communication skills (e.g. experienced in the development of DoD/Army-level White Papers and higher level briefings to multiple audiences).
   • Innovative solutions to providing systems support (e.g. Information Technical Support, Information Assurance Support, knowledge of network architecture and abilities to support simulation system development and integration) to include higher level certifications and experience.
   • Innovative logistics support.

3. As a basis for award of the MATOC, trade-offs between cost/price and non-cost/price factors are permitted. Therefore, the Government reserves the right to award to other than the lowest proposed cost/price. However, the degree of importance of cost/price as a factor in determining award could become greater depending upon the equality of the proposals evaluated in the non-cost/price factors. The greater the equality of proposals within the non-cost/price factors, the more important cost/price becomes in selecting the best value to the Government.

4. The Government will evaluate proposed prices for reasonableness using cost and price analysis techniques. Proposed prices evaluated as unreasonable may be grounds for eliminating a proposal from competition. Unrealistically low costs/prices may be grounds for eliminating a proposal from competition on the basis that the offeror has demonstrated a lack of understanding of the requirement.

5. The Government intends to award three to five (3 to five (5)) IDIQ contracts as a result of this solicitation. Offers received for less than the stated number of items listed in the schedule will be considered ineligible

for award. IAW DFARS 215.306(c)1, the Government intends to hold discussions. However, the Government may choose to award a contract without discussions. In the event that discussions are held, a competitive range determination will be made. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer 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.
The award will be made based on the best overall proposal(s) determined to be the most beneficial to the Government, with appropriate consideration given to the five (5) evaluation factors:

(1) MATOC Staffing and Management Approach
(2) MATOC Technical Approach
(3) Past Performance
(4) Small Business Participation
(5) Cost/Price

MATOC Staffing and Management Approach is significantly more important than all other Non-price factors individually. MATOC Technical Approach is more important than Past Performance. Past Performance is more important than the Small Business Participation. To receive consideration for award, a rating of no less than "Acceptable" must be achieved for Factors 1 and 2 and 4
Offerors will be cautioned that the award may not necessarily be made to the lowest cost/price offered.
NOTE: ALL NON-PRICED FACTORS COMBINED ARE APPROXIMATLEY EQUAL IN IMPORTANCE TO COST/PRICE.

Factor 1 significantly > Factors 2, 3, 4, or 5;
Factor 2 significantly > Factors 3 and 4;
Factors 3 significantly > Factors 4
Factor 4 significantly > Factor 5;
Factors 1 through 4 combined are approximately equal in importance to Factor 5.

Factor 1- MATOC Staffing and Management Approach.
Proposal will be evaluated on the Offeror's demonstration of its methodology for controlling, planning and executing the work, while minimizing performance and schedule risk in meeting performance and schedule objectives and standards. The Government will evaluate the Offeror's proposed organizational structure including the lines of management authority, supervision, span of control, and accountability. The Government will evaluate the offerors ability to hire, recruit and retain qualified personnel. Proposals will be evaluated on the Offeror's ability to manage a workforce capable of accomplishing individual work requirements of the PWS and the depth of experienced resources available. The evaluation will also include the following:

• key positions, rationale for why the Offeror has designated the position as "key" and the qualifications that will be required of these key positions (i.e., degree, certifications, licenses, relevant experience);
• the Offeror's ability to hire and retain key personnel with a wide diversity of experience, education, and qualifications with proven expertise in their field to successfully meet the requirements;
• innovative methods to reduce personnel turn-over and turbulence;
• the Offeror's ability to demonstrate a reasonable timeline for hiring, training, and replacement of personnel with adequate numbers of personnel;
• detailed organization chart (to include proposed organizational elements);
• individual authorities and where decision-making authority lies within the Offeror's organization;
• the management of subcontractors and/or teaming partners, and their integration into the overall structure;

• relationships between corporate and on-site management/administration; between/across technical specifications; and between the prime and its subcontractors;
• a detailed quality control plan (QCP) including processes that address all aspects of performance and demonstrates how the Offeror will manage contract performance and ensure quality in support provided, including subcontractors; and,
• the Offeror's approach to surge requirements detailing plans for Task Order Request (TOR) responses, implementation of TO awards, and the ability to manage multiple TO(s) concurrently.

Factor 2: MATOC Technical Approach
Proposals will be evaluated on the Offeror's demonstration of an efficient and effective technical approach to accomplishing the work for all Task Areas and its approach to mitigating risks. The proposal shall demonstrate that the Offeror has a clear understanding of the PWS requirements and the ability to successfully perform the tasks identified as they relate to FCC's mission.
The Technical Factor Ratings, excerpted below focus on the strengths, deficiencies, weaknesses, and uncertainties of the offeror's proposal. The Offeror's technical solution will be rated separately from the risk associated with its technical approach. The technical rating evaluates the quality of the Offeror's technical solution for meeting the Government's requirement.

TECHNICAL RATINGS	
Rating	**Description**
Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths.
Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength.
Acceptable	Proposal indicates an adequate approach and understanding of the requirements.
Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements.
Unacceptable	Proposal does not meet requirements of the solicitation and, thus, contains one or more deficiencies and is unawardable.

The Technical Risk Rating is demonstrated by the identification of weakness (es), and considers potential for disruption of schedule, degradation of performance, the need for increased Government oversight, or the likelihood of unsuccessful contract performance. The risk rating considers the risk associated with the technical approach in meeting the requirement. One (combined) Technical Risk Rating will be assigned for the evaluation of Factor (1) and Factor (2) using the table below.

TECHNICAL RISK RATINGS	
Rating	Description
Low	Proposal may contain weakness(es) which have little potential to cause disruption of schedule, increased cost or degradation of performance. Normal contractor effort and normal Government monitoring will likely be able to overcome any difficulties.

Moderate	Proposal contains a significant weakness or combination of weaknesses which may potentially cause disruption of schedule, increased cost or degradation of performance. Special contractor emphasis and close Government monitoring will likely be able to overcome difficulties.
High	Proposal contains a significant weakness or combination of weaknesses which is likely to cause significant disruption of schedule, increased cost or degradation of performance. Is unlikely to overcome any difficulties, even with special contractor emphasis and close Government monitoring.
Unacceptable	Proposal contains a material failure or a combination of significant weaknesses that increases the risk of unsuccessful performance to an unacceptable level.

Factor 3: Past Performance.
The Past Performance Information Retrieval System (PPIRS) and the Federal Awardee Performance and Integrity Information System (FAPIIS) will be used during the evaluation of past performance.
The Government will evaluate the offeror's record of past and current performance to ascertain the probability of successfully performing the required efforts of the PWS.

a. The Government will focus its inquiries on the offeror's (and major subcontractor's) record of performance as it relates to all solicitation requirements, including cost, schedule, performance and management of subcontractors. Major subcontractors are defined as members of an offeror's overall team who are expected to perform ten (10) percent or more of the proposed effort. A significant achievement, problem, or lack of relevant data in any element of the work can become an important consideration in the evaluation process. Therefore, offerors will be reminded to include the most recent and relevant efforts (within the past three years) in their proposal. Absent any recent and relevant past performance history *or when the performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned*, the offeror will be assigned an "unknown confidence rating" and its proposal will not be evaluated either favorably or unfavorably on past performance. The Government may use data provided by the offeror in its proposal and data obtained from other sources, including data in Government files or data obtained through interviews with personnel familiar with the contractor and their current and past performance under Federal, State or Local government or commercial contracts for same or similar services as compared to the North American Industry Classification System (NAICS) 541690. Data used in conducting performance risk assessments shall not extend past three years prior to the issue date of the RFP, but may include performance data generated during the past three years without regard to the contract award date.

b. Offerors shall submit all Government and/or commercial contracts for the prime offeror and each major subcontractor in performance or awarded during the past three years, from the issue date of this RFP, which are relevant to the efforts required by this RFP. The Government may consider a wide array of information from a variety of sources, but is not compelled to rely on all of the information available.

c. The past performance factor considers each offeror's demonstrated recent and relevant record of performance in supplying products and services that meet the contract requirements. There are two aspects to the past performance evaluation: relevancy and performance confidence assessment.

(i) RELEVANCY: The first aspect of the past performance evaluation is to assess the offeror's past performance to determine how relevant a recent effort accomplished by the offeror is to the effort to be acquired through the source selection. Relevancy is not separately rated; however, the following criteria will be used to establish what is relevant

which shall include similarity of service/support, complexity, dollar value, contract type, and degree of subcontract/teaming.

Past Performance Relevancy Ratings	
Rating	Definition
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

(ii) QUALITY ASSESSMENT: Assess the quality of the offeror's past performance on those recent efforts that were determined relevant by determining how well the contractor performed on the contracts. Documented results from Past Performance Questionnaires, interviews, CPARS, and other sources form the support and basis for this assessment.

(iii) PERFORMANCE CONFIDENCE ASSESSMENT: The final step is for the team to arrive at a single consensus performance confidence assessment for the offeror, selecting the most appropriate rating from the chart below. This rating considers the assessed quality of the relevant/recent efforts gathered. Ensure the rationale for the conclusions reached are included.

Performance Confidence Assessments	
Adjectival Rating	Description
Substantial Confidence	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will 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 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 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.

Factor 4: Small Business Participation Factor.

All offerors (both large and small) will be evaluated on the level of proposed participation of U.S. small businesses (as a small business prime and/or small business subcontractor) in the performance of this requirement using the table included below.

Small Business Participation Factor Rating Definitions

Rating	Description
Outstanding	Proposal indicates an exceptional approach and understanding of the small business objectives.
Good	Proposal indicates a thorough approach and understanding of the small business objectives.
Acceptable	Proposal indicates an adequate approach and understanding of the small business objectives.
Marginal	Proposal has not demonstrated an adequate approach and understanding of the small business objectives.
Unacceptable	Proposal does not meet small business objectives.

The Government will evaluate the offerors proposed small business participation and commitments for this effort with higher ratings being given for proposals that exceed the following areas:

- The extent to which small business firms are identified by name in each category proposed.
- The extent of commitment to use such firms (and binding agreements will be considered more favorably than non-binding agreements);
- The complexity and variety of the work small business firms are to perform;
- The extent to which the Offeror complied with FAR 52.219-8, Small Business Utilization, and FAR 52.219-9, Small Business Subcontracting Plan (if applicable).; and
- The extent of participation of small businesses firms in terms of the value of the total contract (TCV) based on the $240M IDIQ ceiling. The minimum small business participation requirement is 30% of total contract dollars.

The successful offeror will be required to submit quarterly progress reports on their small business utilization. The reports shall cover:

- Quantitative achievements
- Small business subcontracts awarded during the reporting period
  - Contractor name and socioeconomic category
  - Dollar value of subcontract
  - Type of product or service provided by subcontractor
  - Order number
- Contract specific initiatives to enhance small business utilization or capabilities.
- Explanation of any shortfalls and future plan of action to increase small business participation

Factor 5: Cost/Price

The contract will be an IDIQ/MATOC. Both Firm-Fixed Priced (FFP) and Cost Plus Fixed Fee (CPFF) task orders will be issued. The Government will evaluate the realism of the offerors' proposed cost for the cost reimbursable effort through a probable cost analysis. The Government will evaluate price reasonableness for the fixed priced effort. The price proposals of all offerors will be evaluated in order to determine whether they are reasonable in relation to the work to be performed, reflect a clear understanding of the requirements, and reflect a clear understanding of the technical proposal. Price analysis techniques shall also be used to corroborate the results of the reasonableness of prices. In determining the evaluated cost, the Government's determined probable cost will be added to the offerors' proposed firm fixed priced effort to obtain the total evaluated price. If the Government evaluated cost is less than the proposed, the proposed becomes the probable cost. The base period and all option years shall be included in the cost/price calculation. Should the Government determine proposed prices are unrealistically low (an indication of "buy-in"), this will be considered a performance risk. Through these techniques the Government will determine whether prices are reasonable, complete and balanced. Inasmuch as the best value offer will be determined through trade off analysis, the Government is not bound to award to the lowest evaluated price. On the other hand, if the Government determines that a higher rated proposal offers value added features or significantly reduced risk, but at an unreasonable/unjustifiable incremental amount, it is not bound to award to a higher technically rated proposal.

Unbalanced Pricing may be evaluated in accordance with FAR 15.404-1(g), as applicable, to assess potential performance risk which could result in unreasonably high prices.

<u>Cost Reimbursable Requirements:</u>

1) Probable Cost is the Government's estimation of the cost of completing the contract using the offeror's technical and management approaches, adjusted by any additional cost to the Government, including use of the Government facilities and Government Furnished Equipment (GFE) requirements other than those specified in the PWS. If the evaluated total cost is less than the proposed, the proposed total cost becomes the recommended probable cost. In evaluating this area, the following criteria will be used:

(a) The offeror's proposed rates, factors, and expenses will be examined to substantiate utilization of consistent forward-pricing procedures, i.e., negotiated forward-pricing rates, if applicable, or rates and factors contractors ordinarily utilize in proposals if no negotiated forward-pricing. Both Firm-Fixed Priced (FFP) and Cost Plus Fixed Fee (CPFF) task orders will be issued.

(b) The rates and factors shall then be applied to the quantitative and qualitative analyses of the labor hours, travel, and other direct cost factors which shall be proposed to accomplish the required efforts for the base effort and all options.

(c) Probable cost shall include a consideration of the evaluated quantitative and qualitative proposal in relation to the costs proposed against that resource mix. Probable cost shall include a comparison of proposed rates with factors, as determined by the Government to be equitable. These factors shall include wage determinations included in the Request for Proposals (RFP) as well as proposed professional compensation plans and average salary/wage rates. The comparison serves as a basis for determining the amount of risk inherent in an offeror's proposal.

(d) The offeror shall ensure that a complete breakdown of costs is provided by major subcontractors. Major subcontractors are defined as members of an offeror's overall team who are expected to perform ten (10) percent or more of the proposed effort. A complete evaluation of major subcontractors' probable cost will be performed in the same manner as the offeror's as defined in paragraphs (a), (b), (c) and this paragraph.

(e) For evaluation purposes only, in determining probable cost for options in the out-years, wage determination rates shall be escalated three (3) percent per year. However, if the offeror substantiates higher wage rates and justifies a different escalation factor, those wage/escalation factors will be utilized.

FFP Requirements:

1) The RFP requires firm-fixed-prices contract line items. A price reasonableness approach will be utilized by the Government to determine that the proposed prices offered are fair and reasonable and that a "buy-in" or unbalanced pricing between CLINs or annual Ordering Periods is not occurring. In evaluating price reasonableness, other than cost and pricing data, as described in notes a – d above shall be utilized. Indications of potential underbidding or unbalanced pricing should be reflected in the cost/pricing report.

2) The Government will examine price proposals for artificially low unit prices. Offers found to be unreasonably high, unrealistically low (an indication of "buy –in"), or unbalanced, may be considered unacceptable and may be rejected on that basis.

3) NOTE: When using range quantity pricing this approach will be applied. For evaluation purposes only, the estimated quantity of ## hours will be used to determine the evaluated price for CLIN ####. However, the **proposed price** for all other ranges will be evaluated for price reasonableness and proposal risk.

Completeness/Accuracy. A determination will be made as to whether the offerors have properly understood the proposal instructions and properly completed the price schedules. The proposals will also be checked for mathematical accuracy.

The evaluation process described above will be used to analyze and evaluate each offeror's cost/price proposal submitted for the ID/IQ MATOC. For award of the JMC TO, **Only** those price proposals submitted by ID/IQ MATOC contract awardees will be evaluated.