

**COMBIMED SYNOPSIS/SOLICITATION FOR  
DLI End of Training Language Instruction FY23  
W91QF423R0020  
Cover Page**

This is a service requirement to provide Post-Defense Language Proficiency Test (DLPT) programs at Presidio of Monterey, California. This requirement is in support of the Defense Language Institute Foreign Language Center (DLIFLC) at Presidio of Monterey, CA.

**General Information:**

Solicitation Number:	W91QF423R0020
Posted Date:	June 12, 2023
Questions Date:	June 16, 2023; 4:00 P.M. (CT)
Response Date:	July 10, 2023; 2:00 P.M. (CT)
Product or Service Code:	U008 – Education/Training-Training/Curriculum Development
NAICS Code:	611630 – Language Schools
Set Aside:	100% Small Business Set-Aside
Contracting Office:	Mission Installation Contracting Center – Fort Leavenworth (MICC-FTLV)
Place of Delivery:	Presidio of Monterey, California

This is a combined synopsis/solicitation for commercial products or commercial services prepared in accordance with the format in Federal Acquisition Regulation (FAR) Subpart 12.6, “Streamlined Procedures for Evaluation and Solicitation for Commercial Items,” as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; proposals are being requested and a written solicitation will not be issued.

**Description:**

The Defense Language Institute Foreign Language Center requires language training services beyond those available at its schools at the Presidio of Monterey, California. This is a non-personal service to contract instructors to conduct the Post-Defense Language Proficiency Test (DLPT) programs. The Post-DLPT programs are a minimum of six (6) weeks to a maximum of twelve (12) weeks in length. The Government will specify the length of each course. Course length will vary based on a variety of factors, including (but not limited to) proficiency of affected students and complexity of language. Training is provided for students as required for effective performance of their duties. The Contractor is to provide foreign language training services which includes providing instructional personnel, curriculum, syllabi, weekly schedules, lesson plans, and course teaching and assessment materials in response to DoD requirements. The Contractor shall provide foreign language instruction for courses ranging from 6 – 12 weeks to student groups generally not exceeding eight (8) students for category I and II languages or six (6) students for category III and IV languages focused on Interagency Language Roundtable (ILR) levels of proficiency from 1+ to 3. Please see the PWS and technical exhibits for specific details.

The work to be performed under this contract shall be performed at a government facility at the Presidio of Monterey, California.

This solicitation is a "request for proposals (RFP)." The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Regulation. The associated North American Industrial Classification System (NAICS) code for this procurement is 611630, with a size standard of \$18,000,000.00. All responsible sources may submit a response which, if timely received, must be received by the agency before the closing date specified above.

System for Award Management (SAM) applies to this procurement. You must be registered in SAM in order to be eligible to receive an award from this solicitation. Information on SAM registration and annual confirmation requirements may be obtained via the Internet at <http://www.sam.gov>. Prospective contractors must be registered in SAM database prior to award. Lack of registration in SAM database will make an offeror ineligible for award.

Contract Type: The Government contemplates award of the following contract type: A Firm Fixed price (FFP) single award Indefinite-Delivery/Indefinite-Quantity (IDIQ) contract.

Period of Performance: This is a 3-year contract. The period of performance/ordering period is 04 August 2023 to 30 April 2026. The period of performance for each individual task order will be identified in the task order.

This solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2023-04, effective June 02, 2023.

The provision at 52.212-1 Instructions to offerors – Commercial and 52.212-2 Evaluation – Commercial Items, applies to this acquisition, addendum to this provision is attached to this combined synopsis solicitation in Attachment 3.

The provision at 52.212-3 Offeror Representations and Certifications – Commercial Items, applies and a completed copy is required with the offer.

FAR Clause at 52.212-4 Contract Terms and Conditions – Commercial Items and the clause at 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders – Commercial Items, applies to this acquisition, both included in Attachment 3.

All questions are to be submitted in writing to Natalie Burcher at [natalie.a.burcher.civ@army.mil](mailto:natalie.a.burcher.civ@army.mil) and Amy Potter at [amy.n.potter5.civ@army.mil](mailto:amy.n.potter5.civ@army.mil) by June 16, 2023; 4:00 P.M. (CT).

The proposals are due to this office no later than July 10, 2023 at 2:00 P.M. Central Time, Point of Contact for this solicitation is Natalie Burcher at [natalie.a.burcher.civ@army.mil](mailto:natalie.a.burcher.civ@army.mil) and Amy Potter at [amy.n.potter5.civ@army.mil](mailto:amy.n.potter5.civ@army.mil).

## Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	End of Training Language Instruction FFP Language Instruction Classes. See Performance Work Statement in section J of this contract. FOB: Destination PSC CD: U008		Job		

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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	End of Training Language Instruction FFP Language Instruction Classes. See Performance Work Statement in section J of this contract. FOB: Destination PSC CD: U008		Job		

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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001			Job		
OPTION	End of Training Language Instruction FFP Language Instruction Classes. See Performance Work Statement in section J of this contract. FOB: Destination PSC CD: U008				

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NET AMT

#### CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

The minimum quantity and contract value for all orders issued against this contract shall not be less than the minimum quantity and contract value stated in the following table. The maximum quantity and contract value for all orders issued against this contract shall not exceed the maximum quantity and contract value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
15,000.00		4,500,000.00	

#### DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND ORDER VALUE

The minimum quantity and order value for each Delivery/Task Order issued shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for each Delivery/Task Order issued shall not exceed the maximum quantity and order value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
	\$15,000.00		\$150,000.00

#### CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN 0001	MINIMUM QUANTITY	MINIMUM AMOUNT \$	MAXIMUM QUANTITY	MAXIMUM AMOUNT \$
1001		\$		\$
2001		\$		\$

## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 04-AUG-2023 TO 30-APR-2024	N/A	DEFENSE LANGUAGE INSTITUTE DEFENSE LANGUAGE INSTITUTE 1759 LEWIS ROAD, STE: 122 MONTEREY CA 93944 FOB: Destination	W62KP4
1001	POP 01-MAY-2024 TO 30-APR-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W62KP4
2001	POP 01-MAY-2025 TO 30-APR-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W62KP4

## Section G - Contract Administration Data

LOCAL INSTRUCTIONS**RESPONSIBILITY FOR ADMINISTRATION OF CONTRACT**

- a. The Contracting Officer is responsible for the administration of this contract. The Contracting Officer alone is authorized to the extent indicated in the contract to take action on behalf of the government which results in changes in the terms of the contract, including deviations from specifications, details and delivery schedules. Communications pertaining to contractual administrative matters will be addressed to the Contracting Officer. No changes in or deviation from the scope of work shall be effected without a written modification to the contract executed by the Contracting Officer. Delivery/Task orders will be issued by the Contract Administration Division.
- b. No oral statement of any person will in any manner or degree, modify or otherwise affect the terms of this contract. The Contracting Officer is the only person authorized to approve changes in any of the requirements under this contract, and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer.
- c. All matters pertaining to Government administration of this contract should be directed to:

Contract Specialist  
 ATTN: Natalie Burcher  
 MICC Ft. Leavenworth  
 535 Kearny, Bldg 338  
 FORT LEAVENWORTH, KS 66027-1417  
 TELEPHONE NUMBER: 913-684-1636  
 FAX NUMBER: 913-684-1610  
 E-MAIL: [natalie.a.burcher.civ@army.mil](mailto:natalie.a.burcher.civ@army.mil)

**OR**

Contracting Officer  
 ATTN: Amy Potter  
 MICC Ft. Leavenworth  
 535 Kearny, Bldg 338  
 FORT LEAVENWORTH, KS 66027-1417  
 TELEPHONE NUMBER: 913-684-1623  
 FAX NUMBER: 913-684-1610  
 E-MAIL: [amy.n.potter5.civ@army.mil](mailto:amy.n.potter5.civ@army.mil)

**RESTRICTED ACCESS TO MILITARY INSTALLATION** – COOPERATION WITH FORCE PROTECTION MEASURES

- a. The contractor agrees to abide by and cooperate with Force Protection measures that are implemented on the military installation.
- b. The Contractor shall comply with, and in the instance of contractor/sub-contractor employees, shall ensure compliance with the following instructions when access to the Presidio of Monterey installation/facilities are required for contract performance. These local instructions are incorporated in this contract, in order to implement local installation antiterrorism/operations security policies and procedures, and to supplement Federal Acquisition Regulation (FAR) clause 52.204-9, which, if applicable to this contract, is located in Section I of the contract. In the event of conflict between any portion of this supplement and/or FAR 52.204-9; and any other provision within the PWS, or specifications; clause 52.204-9 (if listed) shall take precedence. In the event of conflict between this supplement and any other provision within the PWS, or specifications, this supplement shall take precedence.



- (i) An un-cleared contractor is an individual who falls into one of two categories: (1) CAC-eligible; and (2) Non-CAC eligible. The Common Access Card (CAC) is the DoD federal personal identity verification credential. CAC Eligibility is defined in Army Directive 2014-05, dated March 7, 2014.
- (ii) Army Directive 2014-05 provides that all contractor and/or subcontractor personnel who do not possess a CAC, another Federal personal identity verification card, or other authorized DoD identification card and who require unescorted access to Army installations must have a validated need for such access and undergo a vetting process to determine their fitness for access. Accordingly, non-CAC eligible, un-cleared contractor and/or subcontractor personnel requiring access to the installation and facilities, to perform under this contract, will submit personal identity information for installation Pass implementation.
- c. Presidio of Monterey has four gates. The Pvt Bolio Gate on the northeast side of Presidio of Monterey serves as the only 24 hour access point, and the location of the Visitor Control Center (VCC). Franklin Gate hours are M-F, 0600-1800 and High Street Gate is open to morning traffic only from 0700-0800, M-F. Taylor Gate is open twice a day, M-F: 0600-1300 for In & Outbound traffic and 1600-1800 for outbound traffic only. All Pedestrian Gates are 24/7 with CAC ID access.

**CONDUCT OF EMPLOYEES** – The contractor is fully responsible for the performance and conduct of his employees at all times while on post performing under this contract. The contractor shall not allow any employee to perform work under this contract while under the influence of alcohol, drugs, or any other incapacitating agent. Military police and other law enforcement personnel on post have the right to deny entry to post or remove from post any contractor employee for misconduct which endangers the health or safety of people or property or for reasons of security. In addition, the Post Commander may bar any individual from entering the post under the authority of 18 U.S.C. 1382. Removal from post of a contractor employee in accordance with the above shall not relieve the contractor from the requirements to meet all of the terms and conditions of the contract; nor shall such removal be grounds for the contractor to file a claim.

**ADVERTISING ON CONTRACTOR VEHICLES** – Advertising displayed on Contractor vehicles is permitted provided that the advertising is so worded as not to imply Army or United States Government approval or sanction of the advertised service and is not embarrassing or detrimental to the Government.

**PACKAGING AND MARKING** – All shipments of materials, equipment and/or supplies shall be addressed to the Contractor and not to the Government. The Contractor shall retain full responsibility for the delivery and acceptance of shipments to this installation or elsewhere that are required for the completion of this task order.

**PROJECT LABELING FOR OFFICIAL CORRESPONDENCE** – The Government singularly identifies each Task Order with a Task Order number at time of award. The Task Order number is a unique identifier to purposely and permanently represent an awarded project. The Government issued Task Order number is to be referenced on all official communications starting upon notice of award.

- Contract Number: (EXAMPLE)
- Task Order Number: (EXAMPLE)
- Contracting Officer Representative: Name Here, (number here)
- Contracting Officer: Name Here, (number here)
- Customer POC: Name Here, (number here)
- Contractor POC: Name Here, (number here)

## Section I - Contract Clauses

MINIMUM GUARANTEE

The minimum guarantee for this IDIQ contract is \$15,000.00.

The ceiling for this IDIQ contract is \$4,500,000. 00 over the life of the IDIQ, there is no annual ceiling.

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.204-7	System for Award Management	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-17	Ownership or Control of Offeror	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-20	Predecessor of Offeror	AUG 2020
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.204-26	Covered Telecommunications Equipment or Services--Representation.	OCT 2020
52.209-7	Information Regarding Responsibility Matters	OCT 2018
52.212-3	Offeror Representations and Certifications--Commercial Products and Commercial Services	DEC 2022
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	DEC 2022
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-25	Affirmative Action Compliance	APR 1984
52.228-5	Insurance - Work On A Government Installation	JAN 1997
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors	JAN 2023
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	JAN 2023
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023
252.204-7016	Covered Defense Telecommunications Equipment or Services -- Representation	DEC 2019
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	MAY 2021

252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	JAN 2023
252.204-7023	Reporting Requirements for Contracted Services.	JUL 2021
252.223-7008	Prohibition of Hexavalent Chromium	JAN 2023
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7050	Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism	DEC 2022
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
252.237-7023	Continuation of Essential Contractor Services	OCT 2010
252.237-7024	Notice of Continuation of Essential Contractor Services.	OCT 2010
252.241-7001	Government Access	DEC 1991
252.244-7000	Subcontracts for Commercial Products or Commercial Services	JAN 2023
252.247-7023	Transportation of Supplies by Sea	JAN 2023

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2023)

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

**XX** (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

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

**XX** (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved]

\_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

**XX** (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

**XX** (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

\_\_\_ (10) [Reserved]

\_\_\_ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

\_\_\_ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (13) [Reserved]

**XX** (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-6.

\_\_\_ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-7.

**XX** (16) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2022) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (NOV 2016) of 52.219-9.

\_\_\_ (iii) Alternate II (NOV 2016) of 52.219-9.

\_\_\_ (iv) Alternate III (JUN 2020) of 52.219-9.

\_\_\_ (v) Alternate IV (SEP 2021) of 52.219-9.

\_\_\_ (18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

\_\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-13.

**XX** (19) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).

\_\_\_\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).

**XX** (22) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (MAR 2023) (15 U.S.C. 632(a)(2)).

\_\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-28.

\_\_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).

\_\_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).

\_\_\_\_ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

\_\_\_\_ (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).

**XX** (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

\_\_\_\_ (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (DEC 2022) (E.O. 13126).

**XX** (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

**XX** (30)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

\_\_\_\_ (ii) Alternate I (FEB 1999) of 52.222-26.

**XX** (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

\_\_\_\_ (ii) Alternate I (JUL 2014) of 52.222-35.

**XX** (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

\_\_\_\_ (ii) Alternate I (JUL 2014) of 52.222-36.

**XX** (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

**XX** (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

**XX** (35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_ (36) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

\_\_\_\_ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

\_\_\_\_ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

\_\_\_\_ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

\_\_\_\_ (40)(i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (OCT 2015) of 52.223-13.

\_\_\_\_ (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (JUN 2014) of 52.223-14.

**XX** (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

\_\_\_\_ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (JUN 2014) of 52.223-16.

**XX** (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

**XX** (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

\_\_\_\_ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

\_\_\_\_ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

\_\_\_\_ (ii) Alternate I (JAN 2017) of 52.224-3.

\_\_\_\_ (48) (i) 52.225-1, Buy American--Supplies (OCT 2022) (41 U.S.C. chapter 83).

\_\_\_\_ (ii) Alternate I (OCT 2022) of 52.225-1.

\_\_\_\_ (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (DEC 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_\_\_ (ii) Alternate I [Reserved].

\_\_\_\_ (iii) Alternate II (DEC 2022) of 52.225-3.

\_\_\_\_ (iv) Alternate III (JAN 2021) of 52.225-3.

\_\_\_\_ (v) Alternate IV (OCT 2022) of 52.225-3.

\_\_\_\_ (50) 52.225-5, Trade Agreements (DEC 2022) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_\_ (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_\_ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

\_\_\_\_ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150

\_\_\_\_ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

\_\_\_\_ (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

\_\_\_\_ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

\_\_\_\_ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

**XX** (58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

\_\_\_\_ (59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

\_\_\_\_ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

\_\_\_\_ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_\_ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

\_\_\_\_ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

\_\_\_\_ (ii) Alternate I (APR 2003) of 52.247-64.

\_\_\_\_ (iii) Alternate II (NOV 2021) of 52.247-64.

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

**XX** (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

**XX** (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

**XX** (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

**XX** (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).

**XX** (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

\_\_\_\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.



- (vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (vii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xxii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.
- (xiii) 52.222-41, Service Contract Labor Standards (AUG 2018), (41 U.S.C. chapter 67).
- (xiii) \_\_\_\_ (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).  
\_\_\_\_ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).
- (xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).
- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).  
(B) Alternate I (Jan 2017) of [52.224-3](#).
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.
- (xxiii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **Indefinite Delivery/Indefinite Quantity (IDIQ)** contract resulting from this solicitation.

(End of provision)

#### 52.216-18 ORDERING. (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **4 August 2023** through **30 April 2026**.

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

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

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

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

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

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

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

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

(End of clause)

#### 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$15,000.00**, 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 **\$150,000.00**;

(2) Any order for a combination of items in excess of **\$350,000.00**; 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 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 12 months after the end date of the last ordering period.

(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 10 days.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days;

provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **30 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **39 Months**.

(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):

<https://www.acquisition.gov/browse/index/far>

(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):

<https://www.acquisition.gov/browse/index/far>

(End of clause)

#### 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(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):

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

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

N/A

(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.

Invoice as 2-in-1

(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 financing, submit a commercial financing request.

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

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

(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\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0490
Issue By DoDAAC	W91QF4
Admin DoDAAC**	W91QF4
Inspect By DoDAAC	W62KP4
Ship To Code	W62KP4
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	W62KP4
Service Acceptor (DoDAAC)	W62KP4
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. TBD

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

TBD

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

(End of clause)

## Section J - List of Documents, Exhibits and Other Attachments

## Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Wage Determination 2015-5633		01-MAY-2023
Attachment 2	PWS		01-MAY-2023

## Section L - Instructions, Conditions and Notices to Bidders

## CLAUSES INCORPORATED BY FULL TEXT

## 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2023)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition--

(1) Is set aside for small business and has a value above the simplified acquisition threshold;

(2) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(3) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at Federal Acquisition Regulation (FAR) 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.



(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with FAR subpart 4.10), or alternative commercial products or commercial services for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such

action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Unique entity identifier. (Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at [www.sam.gov](http://www.sam.gov) for establishing the unique entity identifier.

(k) Reserved.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
  - (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
  - (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
  - (4) A summary of the rationale for award;
  - (5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful offeror.
  - (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.
- (End of provision)

#### ADDENDUM TO 52.212-1

Your response, including base and option year pricing, must be in full compliance with the instructions in this solicitation. The response (to include price/cost) shall be valid for 120 calendar days. Please ensure that you have read the attached documents, and then submit your response by the date and time indicated in this solicitation.

All proposals volumes shall be submitted electronically via email to [natalie.a.burcher.civ@army.mil](mailto:natalie.a.burcher.civ@army.mil) and [amy.n.potter5.civ@army.mil](mailto:amy.n.potter5.civ@army.mil). Electronic submissions via fax will not be accepted. Each volume shall be a separate electronic file. The General and Price Volume may be submitted as two documents (one MS Excel file, and one other file). Electronic submissions are subject to the following constraints:

Electronic copies shall be submitted via e-mail. Each volume shall be a separate electronic file. No-Bid responses, when submitted, shall be provided via e-mail. Electronic submissions are subject to the following constraints:

- Digital files shall be in MS Word (.docx) or Excel (.xlsx), or Adobe PDF formats.
- E-mail files may not be larger than 5 megabytes (MB). Multiple e-mails are acceptable.
- Government security systems will delete e-mail attachments which contain a period "." in the file name. Offerors are instructed to ensure that e-mail attachment file names do not contain any punctuation other than the file extension.
- Government receipt of e-mails from other than .mil addresses may be delayed up to 6 hours. Please account for this when requesting acknowledgement of receipt.

Offerors are responsible for submitting complete responses to reach the Government office designated above by the time specified in this solicitation. Any response received after the date/time specified for receipt of offers is "late." It is the responsibility of the offeror to ensure your response is received in a timely manner. Confirmation of receipt may be requested via e-mail to [natalie.a.burcher.civ@army.mil](mailto:natalie.a.burcher.civ@army.mil) and [amy.n.potter5.civ@army.mil](mailto:amy.n.potter5.civ@army.mil)

**Technical Questions** – Questions regarding this request for proposal (RFP) shall be in writing and shall be sent via email to [natalie.a.burcher.civ@army.mil](mailto:natalie.a.burcher.civ@army.mil) and [amy.n.potter5.civ@army.mil](mailto:amy.n.potter5.civ@army.mil) no later than **4:00 PM CT on 16 June 2023**. Telephonic inquiries will not be accepted. All correspondence shall reference the solicitation number. All questions will be answered electronically so that all potential offerors will see both the questions and answers.

**Electronic Communications** - All electronic communications shall be addressed to the Contract Specialist to [natalie.a.burcher.civ@army.mil](mailto:natalie.a.burcher.civ@army.mil) with cc to [amy.n.potter5.civ@army.mil](mailto:amy.n.potter5.civ@army.mil)

**Proposals Due Date** – Proposals shall be submitted/delivered no later than **2:00 PM, CT on 10 July 2023**. Offerors are notified that the Government will not reimburse costs incurred for Proposal preparation, to include potential pre-award site visits.

**Instructions for Submitting Your Response**

- a. Failure to conform with each requirement of this solicitation may result in your Proposals being rejected and excluded from consideration for award. Offerors shall carefully read, understand, and provide all the information requested in the solicitation. If there are parts of the solicitation that are vague and/or ambiguous, request clarification from the contracting office in writing, prior to the established cut-off date for questions. Responses shall be presented in a manner that clearly addresses the requirements of the Performance Work Statement for this Task Order.
- b. Technical, Past Performance, and Price Proposals shall be separate volumes/documents. While the Technical Proposal must not contain any reference to price, your response must be provided in sufficient detail to evaluate the Contractor's understanding of the PWS requirements.
- c. The length of the response is limited as identified below. Information submitted beyond these limitations will not be evaluated and could be cause for rejection of the response. Title pages, tables of contents, exceptions and assumptions, glossaries, and resumes are not included in the page count. Solicitation Section Page Limitation

Solicitation Section	Page Limitation
<input checked="" type="checkbox"/> <b>Technical Volume:</b>	
<input checked="" type="checkbox"/> <b>Technical Response</b>	35 pages
<input checked="" type="checkbox"/> <b>Management and Staffing</b>	10 pages
<input checked="" type="checkbox"/> <b>Past Performance Volume</b>	No Limitation
<input checked="" type="checkbox"/> <b>General and Price Volume</b>	No Limitation

- d. Your response shall include the following information:

**Volume 1, Technical:**

☒ **Technical Response:** The Offeror shall demonstrate an understanding of the requirements of the Performance Work Statement (PWS). The Offeror shall also demonstrate an understanding of DLIFLC's methodology and how the offeror's methodology will coincide. Provide your technical approach to satisfying the requirements of the PWS. Discuss the unique aspects of the requirement (to include specific sections and tasks of the PWS), as applicable, and your approach to satisfying these requirements. Define the risks inherent in the requirement and/or your technical approach, as well as your risk mitigation plan.

☒ **Management and Staffing Plan:** List type of personnel proposed by the task of the PWS; include the labor hours proposed per labor category for each of the PWS tasks (the staff matrix format required in Volume 3 may be used here). Discuss the required qualifications of proposed labor categories. The qualifications submitted shall address at a minimum, education, professional experience, specific experience, professional awards and other relevant activities and achievements. In the event that cross-training/cross-utilization of personnel is proposed, discuss your approach to include how the qualification requirements of each of the positions included in the plan will be satisfied and how you plan to backfill positions identified for cross-training/cross-utilization. Discuss how the proposed staffing plan satisfies specific qualifications (to include security requirements) required by the PWS. Address whether or not all personnel will be available on the start date, and the plan to phase personnel in if necessary. Address the technical certification requirements of the proposed positions and your plan to onboard personnel. Provide an overview of the hiring process and your approach to hiring qualified personnel to meet the requirements of the PWS. Provide a table which lists the current instruction resources available to the offeror. The table should list the name of at least one instructor in each required language as specified in the PWS and their qualifications specified in the PWS (their speaking proficiency scores (OPI/ACTFL or equivalent scores) and relevant experiences). Current DLI employees will not be considered as available resources, unless their expected end dates are provided. The submitted table should look materially like the following sample table. A resume shall be provided for each candidate listed in table below.

Candidate's Name	Language	OPI Scores (or Equivalent) on the ILR Scale (or ACTFL Scale)	Year of OPI (or Equivalent) Testing	Years of College-Level Teaching Experience

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**Volume 2, Past Performance:**

☒ **Past Performance:** Provide documentation regarding your relevant past performance as it directly relates to the work being procured under this solicitation. The offeror SHALL NOT go back any farther than 3 years for the submitted data. The past performance data shall document a successful history of past contract performance. The Past performance volume shall include the following:

☒ **Table of Contents**

☒ **Summary Page** describing the role of the offeror and each subcontractor, teaming partner, and /or joint venture partner that the offeror is required to provide Past Performance Specific Relevant Contract Reference Sheets for the past performance experience.

☒ **Consent Letters** executed by each subcontractor, teaming partner, and/or joint venture partner, authorizing the release of past performance information so the offeror can respond to such information.

☒ **Client Authorization Letters** for each identified effort for a commercial customer authorizing release to the Government of requested information on the offeror's performance.

☒ **Organization Structure Change History**— Organizational Structure Change History. Many companies have acquired, been acquired by, or otherwise merged with other companies, and/or reorganized their divisions, business groups, subsidiary companies, etc. In many cases, these changes have taken place during the time of performance of relevant present or past efforts or between conclusion of recent past efforts and this source selection. As a result, it is sometimes difficult to determine what past performance is relevant to this acquisition. To facilitate this relevancy determination, include in this proposal volume a "roadmap" describing all such changes in the organization of your company. As part of this explanation, show how these changes impact the relevance of any efforts you identify for past performance evaluation/performance confidence assessment. Since the Government intends to consider present and past performance information provided by other sources as well as that provided by the offeror(s), your "roadmap" should be both specifically applicable to the efforts you identify and general enough to apply to efforts on which the Government receives information from other sources.

☒ **Specific Relevant Contracts Format** - Sheets are limited to 4 pages per reference. 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 your 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. Offerors are required to explain what aspects of the contracts are deemed relevant to the proposed effort, and to what aspects of the proposed effort they relate.

**Volume 3 General and Price Response:**

☒ Offerors shall provide the Name, Title, and Contact information for a primary and alternate person responsible for the submission of this proposal and negotiating on behalf of the offeror.

☒ Exceptions/Assumptions (if required) - Identification and explanation of any exceptions or deviations. Additionally, any assumptions used in the proposal preparation must be identified. Exceptions/Assumptions shall be prepared in the following format:

<b>Solicitation Document</b>	<b>Page/Paragraph</b>	<b>Requirement/Portion</b>	<b>Rationale &amp; Impact</b>
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

☒ Offerors are required to complete and submit Section K of this solicitation.

☒ **Complete the Unit Price and Net Amount for each Line Item listed in Section B of this solicitation.**

☒ Staff Matrix

☒ Other – This part of the proposal shall include details for all resources required to accomplish the requirements **(e.g., labor hours, rates, incidental equipment, etc.)**. Offerors shall provide a narrative and MS Excel submission. The price proposal shall identify labor categories and hourly rates to support the line item pricing required above. Define and explain your annual labor hour total for a full-time equivalent (FTE). Include the labor hours proposed per labor category for each of the RFP line items. Provide a proposed billing schedule for the base and option years.

☒ **List all proposed Subcontractor(s), with CAGE code(s).**

## Section M - Evaluation Factors for Award

## CLAUSES INCORPORATED BY REFERENCE

52.217-5 Evaluation Of Options

JUL 1990

## CLAUSES INCORPORATED BY FULL TEXT

## 52.212-2 EVALUATION--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- 1) Technical
- 2) Management and Staffing
- 3) Past Performance
- 4) Price

The relative importance of each factor is as follows: Factor 1 is more important than Factor 2. Factor 2 is more important than Factor 3. All evaluation factors other than Price, when combined, are significantly more important than price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

ADDENDUM TO 52.212-2**Basis for Award and Evaluation Criteria**

The proposal evaluation and discussion procedures in Federal Acquisition Regulation (FAR) 13.5. The Government will not establish a competitive range; conduct "discussions" with all responders within a competitive range; or request final proposal revisions from responders. After the Government has received responses, additional oral or written information from one or more responders may be requested, but not necessarily from all responders. The Government may conduct discussions with only the highest rated offeror(s), as necessary to finalize information/price/cost prior to making an award.

**The Government will employ a Best Value Trade-Off evaluation method for this requirement.** As a basis for award, 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.**

Factor 1: Technical Response - The Offeror shall demonstrate understanding of the requirements of the Performance Work Statement (PWS). The proposal will be evaluated based on the proposed approach to perform the work, the offeror's understanding of DLIFIC's methodology, and the offeror's proposed approach to mesh their

proposed methodology with DLIFIC's. The evaluation will focus on the strengths, weaknesses and deficiencies of the offeror's proposal.

**Factor 2 – Management and Staffing.** The offeror's proposal will be evaluated to determine if the staffing plan is reasonable to ensure adequate level of personnel to perform the work and if the proposed personnel types possess adequate education and experience to successfully perform the contract work effort in accordance with the performance work statement. The proposed key personnel resumes will be evaluated in accordance with the Key Personnel requirements specified in the PWS. An offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal. The evaluation will focus on the strengths, weaknesses and deficiencies of the offeror's proposal.

Combined Technical/Risk Rating for Factor 1 and Factor 2. The combined technical/risk rating includes consideration of risk in conjunction with the strengths, weaknesses, and deficiencies in determining technical ratings.

**Table 1. Technical Ratings**

<b>Rating</b>	<b>Description</b>
Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.
Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.
Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high. Proposal is unawardable.
Unacceptable	Proposal does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable.

**Factor 3 - Past Performance.** The Past Performance evaluation will assess the offeror's probability of meeting the solicitation requirements as indicated by that offeror's record of past performance. Offerors are notified, that in conducting the performance assessment, the Government may use data provided in the offeror's proposal and data obtained from other sources, such as the Past Performance Information Retrieval System (PPIRS) or similar systems and State Department Watch Lists. Past performance areas of evaluation include:

- Business Relations
- Quality of Service
- Schedule
- Customer Satisfaction

Each offeror will receive a performance confidence assessment rating based on the Offeror's recent and relevant record of performance in supplying services that meet the contract's requirements. There are three aspects to the past performance evaluation:

(1) Recency Assessment. An assessment of the past performance information will be made to determine if it is recent. To be recent, the effort must be ongoing or must have been performed during the past 3 years from the date of issuance of this solicitation. Past performance information that fails this condition will not be evaluated further.

(2) Relevancy Assessment. To be relevant, the effort must be of similar in nature of work, size, and complexity. The Government will conduct an evaluation of all recent performance information obtained to determine if it is the same or similar in nature, size, and complexity to the services/products being procured under this solicitation. A relevancy determination of the offeror's (including joint venture partner(s) and major and critical subcontractor(s)) past performance will be made. In determining relevancy for individual contracts, consideration will be given to the effort, or portion of the effort, being proposed by the offeror, teaming partner, or subcontractor whose contract is being reviewed and evaluated. The past performance information provided in the proposal and



obtained from other sources will be used to establish relevancy of the past performance. There are two levels of relevancy as shown below.

**Table 2. Past Performance Relevancy Findings**

<b>Finding</b>	<b>Description</b>
Relevant	Present/past performance effort involved similar 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.

(3) The final aspect of the past performance evaluation is to establish the overall quality of the offeror's past performance. The past performance evaluation performed in support of a current source selection does not establish, create, or change the existing record and history of the offeror's past performance on past contracts; rather, the past performance evaluation process gathers information from customers on how well the offeror performed those past contracts. The Government will review all past performance information collected and determine the quality of the offeror's performance, general trends, and usefulness of the information and incorporate these into the performance confidence assessment. A separate quality assessment rating is not required; rather, the past performance confidence assessment rating is based on the offeror's overall record of recency, relevancy, and quality of performance.

Performance Confidence Assessment Rating for Factor 2. Each offeror shall be assigned one of the ratings in Table 3. Note: In the case of offerors for which there is no information on recent and relevant past contractor performance or where past contract performance information is not available, the offeror may not be evaluated favorably or unfavorably on the factor of past contract performance (see FAR 15.305(a)(2)(iv)). In this case, the offeror's past performance is unknown and assigned a performance confidence rating of "neutral". Although the Government may not rate an offeror that lacks recent, relevant past performance favorably or unfavorably with regard to past performance, the Source Selection Authority may determine that a "Satisfactory Confidence" past performance rating is worth more than a "Neutral confidence" past performance rating in a best value tradeoff as long as the determination is consistent with stated solicitation criteria.

**Table 3. Performance Confidence Assessment Ratings**

<b>Rating</b>	<b>Description</b>
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.

(3) **Factor 4 – Price.** The Price Factor will not be scored or rated. The offeror's response will be evaluated for price reasonableness and pricing balance in accordance with FAR 15.404-1.

(a) Price reasonableness will be evaluated in accordance with the proposal analysis techniques described in FAR 15.404-1(b).

(b) 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.

(c) As part of price evaluation, the Government will evaluate its option to extend services (see FAR Clause 52.217-8) by adding six (6) months of the offeror's final price to the offeror's total price. Offerors shall not submit a price for the potential six-month extension of services period. The Government may choose to exercise the

Extension of Services at the end of any performance period (base or option periods), utilizing the rates of that performance period. Evaluation of options shall not obligate the Government to exercise the option(s).

(4) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.