

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 37	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912MM23Q0010	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME DOUGLAS W. HARDING				b. TELEPHONE NUMBER (No Collect Calls) 605-737-6923	
8. OFFER DUE DATE/LOCAL TIME 12:00 PM 20 Mar 2023							
9. ISSUED BY USPFO SD PURCHASING & CONTRACTING 2823 WEST MAIN STREET RAPID CITY SD 57702-8186 TEL: FAX:		CODE W912MM		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 541810 SIZE STANDARD: \$22,500,000			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO W91NZ4 - RRM TERRY BERNDT SD RECRUITING/RETENTION OFFICE 2823 W. MAIN ST. RAPID CITY SD 57702-8170 TEL: 605-737-6012 FAX:		CODE W91NZ4		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE				18a. PAYMENT WILL BE MADE BY CODE			
TELEPHONE NO.							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)	
						31c. DATE SIGNED	
				TEL: EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 37	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
37. CHECK NUMBER					
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY <i>(Print)</i>	
				42b. RECEIVED AT <i>(Location)</i>	
				42c. DATE REC'D <i>(YY/MM/DD)</i>	
				42d. TOTAL CONTAINERS	

PERFORMANCE WORK STATEMENT

**NCSA PERFORMANCE WORK
STATEMENT (PWS)**

NCSA & PSA Media Services

1.0 General:

This contract is to provide the South Dakota Army National Guard (SDARNG) the ability to advertise at the State and local level using both: (1) Public Service Advertising (PSA); and (2) a hybrid between PSA and paid advertising called Non-Commercial Sustaining Announcements (NCSA) Program or Public Education Partnership (PEP) Program. The primary objective is to reach the SDARNG target demographic of 17-24 year-olds, then 25-35 year-olds.

The NCSA Program is made exclusively through State Broadcasters Associations (SBAs), which are represented nationally by the National Alliance of State Broadcasters Associations (NASBA). Each state has its own SBA which represents its radio and television broadcasters. The NCSA Program broadcasts in a variety of markets (large and small) throughout a given state, while giving priority treatment for available airtime, receiving repeated air-time through a campaign, and is more likely to air in desirable time slots between 6:00AM and 12:00 AM (Midnight) local standard time. The NCSA Program is intended to help Government agencies and nonprofit organizations deliver their important public interest messages effectively and affordably. Various state and local Government agencies use NCSAs to promote transportation and highway safety issues/initiatives, health and human services, emergency awareness and preparedness, tourism, consumer protection and education and many others.

The SDARNG uses NCSAs to broadcast its radio and television announcements in an affordable manner. The SDARNG's objective is to have NCSA enhance SDARNG's image in the minds of potential recruits and their influencers, resulting in qualified recruitment leads. This NCSA Program will further the SDARNG's objective by increasing public awareness of SDARNG, clarifying public understanding of SDARNG's mission, and improve the public's perception of the Guard at the State and local level.

The SDARNG NCSA Program uses a Contractor to provide advertising/marketing services to ensure the SDARNG gets the maximum exposure and advertising value possible within each SBA. The Contractor shall NOT be required to conceptualize and produce the

recorded NCSA TV and radio materials. The Contractor shall also not be required to conceptualize and produce new PSA In-Home TV and radio spots. Contractor will be required to duplicate existing both PSA In-Home and NCSA TV and radio spots media (i.e. burn CDs), design creative packaging, and send to each SBA. The Contractor negotiates and establishes an agreement (subcontract) with each SBA outlining the expectations for the airings of the NCSA materials as demonstrated in their proposal.

Funding for the NCSA Program does not directly pay TV or radio stations within a state; rather the funding is provided to the SBAs (stations are members of their SBA). The SBAs then use the funding to provide the radio stations with member services such as: professional education, regulatory, compliance programs, and advocacy at the state and federal level.

1.1 Scope: The Contractor shall provide all personnel, equipment, tools, materials, supervision and quality control necessary, except as specified in Paragraph 3.0 as Government Furnished, to perform SDARNG NCSA Program with PSA services as defined in this PWS.

1.2 Background: ARNG established the national NCSA and PSA programs in 1995. Initially, NCSA and PSA programs were a task order that fell under the Traditional Advertising Indefinite Delivery Indefinite Quantity (IDIQ) contract. The National Guard expanded the NCSA and PSA programs nationally in 1996 after trying it in several states and has been using it ever since. The Army National Guard is the only organization that uses NCSAs on a national basis. In 2001, the determination was made to create a separate IDIQ contract for the NCSA and PSA programs (funding amount changes every year) and the first long-term IDIQ was awarded in 2002 (DAHA-90-02-D-0001). A second long-term IDIQ followed in November of 2008 (W9133L- 09-D-0001).

1.3 Period of Performance (POP): The POP for this Task Order is 12 months, and the anticipated start date of performance is 1 April 2023. Four (4) option periods are possible.

1.4 General Information:

1.4.1 Quality Control (QC): The Contractor shall create and maintain an effective QC Plan (QCP) to ensure services are performed in accordance with this PWS. The Contractor shall create and implement procedures to identify, prevent and ensure non-recurrence of defective services. The Contractor's QCP is the means by which it assures itself that its work complies with the requirements of the contract. As a minimum, the Contractor shall create QC procedures that address the areas identified in

Technical Exhibit 2, Performance Requirements Summary (PRS).

1.4.2 Quality Assurance (QA): The Government shall evaluate the Contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP). This plan is primarily focused on what the Government must do to ensure that the Contractor has performed in accordance with the performance standards. It defines how the performance standards shall be applied, the frequency of surveillance, and acceptable quality level(s) (defect rate(s)).

1.4.3 Recognized Holidays: The Contractor shall determine the manner in which the requirements set forth in this PWS are to be accomplished. However, the Contractor is being notified the Government may not be available on recognized Federal Holidays, with the exception of any automated system generated airtime. A list of federally recognized holidays is available on <http://www.opm.gov/policy-data-oversight/snow-dismissal-procedures/federal-holidays>.

1.4.4 Place and Performance of Services: The Contractor shall have a point of contact (POC) available between the hours of 9:00 AM to 5:00 PM MST Monday through Friday, except on recognized U.S. holidays. Contractor's place of performance shall be at the Contractor's facility. However, the Contractor is allowed to have in-person meetings with Government personnel, and at a location other than the Contractor's facility, if they determine the meetings are needed to ensure the below tasks are met. The Government will provide the Contractor with any necessary Government personnel rosters upon award. The Contractor shall at all times maintain an adequate work force for the uninterrupted performance of all tasks defined within this PWS. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the work force are essential.

1.4.5. Reserved

1.4.6. Physical Security: The Contractor shall safeguard all Government property provided for Contractor use. At the close of each work period, and materials shall be secured.

1.4.7. Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the KO in accordance with Federal Acquisition Regulations Subpart 42.5.

The KO, COR, and other Government personnel as appropriate, may meet periodically with the Contractor to review the Contractor's performance. At these meetings, the KO will apprise the Contractor of how the Government views the Contractor's performance and the Contractor shall apprise the Government of problems, if any, being experienced. The Contractor shall resolve outstanding issues raised by the Government. Contractor attendance at these meetings shall be at no additional cost to the Government.

1.4.8. Contract Manager (CM): The Contractor shall designate a CM who shall ensure performance under this contract. The name of this person and an alternate, who shall act for the Contractor when the CM is absent, shall be designated in writing to the KO. The CM or alternate shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract. The CM shall work through the COR, (or the KO if a COR is not assigned), to resolve issues, receive technical instructions and ensure adequate performance of services. The CM shall ensure that Contractor employees do not perform any services outside the scope of the contract without an official modification issued by the KO. The CM shall ensure Contractor employees understand that services performed outside the scope of the contract are performed wholly at the expense of the Contractor.

1.4.9 Shipping Costs: The Contractor will NOT be reimbursed for the costs of shipping. The Contractor shall propose shipping costs as part of the proposal. The proposed shipping cost will be part of the Contractor's overhead within the firm-fixed pricing provided.

1.4.10 Data Rights: The Government has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be Government-owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the Contractor without written permission from the KO. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

2.0 Definitions and Acronyms:

2.1 Definitions:

2.1.1 CONTRACTOR: A supplier or vendor awarded a contract to provide specific supplies or service to the Government. The term used in this contract refers to the prime.

2.1.2 CONTRACTING OFFICER (KO): A person with authority to enter into, administer, and or terminate contracts/contracts, and make related determinations and findings on behalf of the Government. Note: The only individual who can legally bind the Government.

2.1.3 CONTRACTING OFFICER'S REPRESENTATIVE (COR): An employee of the U.S. Government designated by the KO to monitor Contractor performance. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

2.1.4 DEFECTIVE SERVICE: A service output that does not meet the standard of performance associated with the PWS.

2.1.5 DELIVERABLE: Anything that can be physically delivered and includes non- manufactured things such as meeting minutes or reports.

2.1.6 KEY PERSONNEL: Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

2.1.7 PHYSICAL SECURITY: Actions that prevent the loss or damage of Government property.

2.1.8 QUALITY ASSURANCE: The Government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

2.1.9 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP): An organized written document specifying the surveillance methodology to be used for surveillance of Contractor performance.

2.1.10 QUALITY CONTROL: All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

2.1.11 SUBCONTRACTOR: One that enters into a contract with a prime Contractor. The Government does not have privity of contract with the Subcontractor.

2.1.12 WORK DAY: The number of hours per day the Contractor provides services in accordance with the contract.

2.1.13 WORK WEEK: Monday through Friday, unless specified otherwise.

2.2 ACRONYMS:

AQL	Acceptable Quality Level
AR	Army Regulation

SDARNG	Army National Guard
AT	Awareness Training
AUP	Acceptable Use Policy
CAC	Common Access Card
CFP/M/E	Contractor Furnished
Property, Materials, Equipment CID	Campaign Identifications
CM	Contract Manager
CMRA	Contractor
Manpower Reporting Application	
COMSEC	Communications
Security	
COR	Contracting Officer Representative
DAM	Digital Access Management
HQDA	Headquarters, Department of the Army
DEERS	Defense Enrollment
Eligibility Reporting System DFARS	Defense Federal Acquisition
Regulation Supplement	
DMA	Designated Marketing Area
DoD	Department of Defense
DTM	Directive Type Memorandum
FAR	Federal Acquisition Regulation
FDO	Fee Determining Official
GFP/M/E/S	Government Furnished Property, Material, Equipment and Services
IA	Information Assurance
IDIQ	Indefinite Delivery Indefinite Quantity
IS	Information Systems
IT	Information Technology
JTR	Joint Travel Regulation
KO	Contracting Officer
MSR	Monthly Status Report
NASBA	National Alliance of State Broadcasters Associations
NCSA	Non-Commercial Sustaining Announcements
NGR	National Guard Regulations
OCI	Organizational Conflict of Interest
OPSEC	Operations Security
PEP	Public Education Partnership
PII	Personally Identifiable Information
POC	Point of Contact
PoP	Period of Performance
PRS	Performance Requirements Summary
PSA	Public Service Advertising

PWS	Performance Work Statement
QA	Quality Assurance
QAE	Quality Assurance Evaluator
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
ROI	Return on Investment
SBA	State Broadcasters Associations
SRSC	Strength Support Readiness Center

3.0 **Government Property, Material, Equipment and Services (GFP/M/E/S):** The Government will provide, incidental to services being provided, the following: (1) National Guard Regulations (NGR) 601-1; (2) SDARNG Style Guide/Graphic Standards (“Style Guide”); (3) Electronic Roster of RRC’s and State contacts; (4) National Guard-specific trademarked logos; (5) Marketing Non-commissioned Officer contact roster and (6) all pre-recorded radio and television commercials.

4.0 **Contractor Furnished Property, Material, Equipment (CFP/M/E):**

4.1 General: Except for those items specifically stated to be Government-Furnished in Paragraph 3.0, the Contractor shall furnish everything required to perform these services as indicated in Paragraph 1.1 and throughout this PWS.

5.0 **Requirements:** The Contractor shall perform the following tasks: General: The following Section 5.1 to 5.10.2 are relevant for BOTH the “NCSA tasks” and “PSA In-Home.

5.0.1 This contract is to provide the Army National Guard (SDARNG) the ability to advertise at the State and local level using both: (1) Public Service Advertising (PSA); and (2) a hybrid between PSA and paid advertising called Non-Commercial Sustaining Announcements (NCSA) Program or Public Education Partnership (PEP) Program. The primary objective is to reach the SDARNG target demographic of 17-24 year-olds, then 25-35 year-olds.

5.1 The Contractor shall comply with: (1) SDARNG Style Guide/Graphic Standards (“Style Guide”), and (2) Electronic and Information Technology Accessibility Standards (Section 508) which is viewable online <http://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards/section-508-standards>. This Style Guide will provide all SDARNG Approved Logo(s).

5.2 The Contractor shall draft a ***Monthly Status Report (MSR)***. The Contractor shall draft a summary of all tasks undertaken during the previous month and any specified tasks identified in the PWS into a MSR. The written report shall be submitted monthly to the COR and KO no later than the end of every following month via email. A sample of the MSR shall be submitted to the COR and KO for review and approval within seven (7) business days after award. The MSR shall, at a minimum, consist of the following: (1) a section breaking down monthly activities by state;; (2) a detail of tasks accomplished performance standard and task; (3) deliverables completed; (4) critical actions/issues; (5) problems/issues encountered; (6) program recommendations; (7) breakdown of spots aired by Designated Marketing Area (DMA); (8) list of digital media placement; (9) any tasks referencing the MSR below.

5.3 The Contractor shall use only Army National Guard specific trademarked logos. The Government will also make available the current video/photo library, a library containing approved creative pictures, banners, electronic imagery, and videos for Contractor use. The COR will provide access to current site library at the Post-Award Meeting. The library is managed by the Government. All Contractor created advertising shall be approved by the COR prior to any posting. All Contractor approved imagery and videos shall be uploaded to the library by the Contractor on a monthly basis. All advertising and content produced and using the National Guard trademarked logos shall be the property of the SDARNG.

5.4 The Contractor shall also use the Army National Guard’s “Return on Investment

(ROI) Tracking Tool” for all online banner media placement. The ROI Tracking Tool is a custom built Web-based campaign management portal exclusively designed for the National Guard providing a transparent, collection control, and tracking of ROI data for all SDARNG marketing and advertising campaigns. The COR will provide access permission to the ROI Tracking Tool at the Post-Award Meeting. The Contractor shall use the ROI Tracking Tool to create and track campaigns and programs by Campaign Identifications (CIDs). The ROI Tracking Tools provides a standardized and controlled way of creating a campaign URL, which appends a unique tracking tag in the query string of the URL targeting <http://www.nationalguard.com>. The Government will provide orientation on the ROI tracking Tool within fourteen (14) days after contract award. The ROI Tracking Tool will generate Monthly Reports that will be available to the Contractor. The Contractor shall create reports within the ROI tool as needed.

5.5 The Contractor shall ensure “NATIONALGUARD.com” and/or “1-800-GO-GUARD” is advertised on all advertising placements. All digital advertisements will have an embedded hyperlink to www.nationalguard.com. The Contractor shall also use specialized embedded hyperlinks to specific pages within www.nationalguard.com. An example is: a “campaign” to target college-bound high school students who seek information on college tuition would be sent to <http://www.nationalguard.com/college> instead of the NationalGuard.com home page. Specialized embedded hyperlinks will be part of CIDs for tracking ROI.

5.6 The Contractor shall work with the Government POC to ensure updated usage agreements for any relevant release of rights/claims are established and correctly reflected in the traffic instructions prior to distribution. The Government will provide talent releases to Contractor for verification that all talent has been cleared/verified. The Contractor shall keep a record of all agreements and a full list shall be included in the contract’s first MSR and only changes to that list in the follow-on MSRs.

5.7 The Contractor shall distribute announcements or spots in different languages (English and Spanish - depending on individual SBA agreements and/or State requests approved by the COR). The Contractor shall confirm any additional announcements/ materials requested meet contractual requirements.

5.7.1 The Contractor shall provide usage arrangements for NCSA and PSA In-home materials to be allowed for web-streaming after Government verifies in writing that all Government-created spots use talent approved for web-streaming . The Contractor shall indicate in the traffic instructions which materials being provided to the SBAs and PSA In-home Media Providers are suitable for web streaming. All web-streaming creative materials shall use the ROI Tracking tool (*see* also Section 5.4).

5.7.2 The Contractor shall maintain a **Contact Log Report** of all SBAs and PSA Media Providers contact information including: (1) name; (2) email addresses; (3) phone numbers; (4) fax number; and (5) street addresses (for deliveries). The Contractor will provide Contact Log Report as an attachment to the **MSR**.

5.7.3 The Contractor shall ensure that: DMA plays and prime time and late evening plays are met as stated in Attachment 1.

5.8 **NCSA Agreement Specific Services:**

5.8.1 The Contractor shall project and track performance metrics, and conduct campaign

analysis via the **NCSA Monthly Performance Tracking Report**. The Contractor shall propose, then adhere to the performance metrics in their proposal optimizing the Government's ability to obtain the best ROI. The Performance Tracking Report shall include, at a minimum the following: (1) Total investment in each SBA; (2) Length of advertisements; (3) Total ROI for each State and DMA based on time and dates of plays (4) Total Dollar value received had the Government purchase the individual commercial; (5) percentage of advertisements on radio; (6) and percentage of advertisements on television. Any additional information in the Performance Tracking Report shall be incorporated from the Contractor's proposal. The Monthly Performance Tracking Report shall be provided to the COR as an attachment to the MSR.

5.9 **NCSA Program Performance Analysis:**

5.9.1 The Contractor shall analyze SBA Monthly Reports and verify station affidavits of airtime received using third-party media tracking tools. The Contractor shall provide the Government with access (e.g. password) to any tracking system they utilize. The Contractor shall propose the type(s) of third-party media tracking tools in their proposal. The Contractor shall provide a ***NCSA Television Frequency Breakdown Report*** analyzing NCSA program performance and calculate metrics including: (1) the name of commercials aired; (2) the date (to include the day of the week) and exact times the commercial aired; (3) the name of the commercial which aired, (4) Designated Market Area (DMA), (5) the Station where the commercial aired (6) the Network where the commercial aired; (7) the Daypart the commercial aired, and (8) Daypart Percentages. The NCSA Television Frequency Breakdown Report shall be provided to the COR as an attachment to the MSR.

5.9.2 The Contractor may make recommendations to the COR for improvements to the NCSA Program.

6.0 **Applicable Publications:** Publications applicable to this PWS are listed below. The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures.

Publication (Chapter/Page)	Date of Publication	Mandatory or Advisory	Website/Location
NGR 601-1	9-15-97	Mandatory	http://www.apd.army.mil/
JTR	2012 (Updated monthly)	Mandatory	http://www.defensetravel.dod.mil/site/reference.cfm#J
SDARNG Style Guide/graphic standards	Current	Mandatory	COR will provide

TECHNICAL EXHIBIT 1

Performance Requirements Summary (PRS)

This PRS includes performance standards. The Government will use these standards to determine Contractor performance and shall compare Contractor performance to the Acceptable Quality Level (AQL) and Performance Standards.

PWS Paragraph	Task	Performance Standard	Acceptable Quality Levels (AQL)	Surveillance Method / By Whom
5.1	The Contractor shall comply with: (1) NGR 601-1; (2) SDARNG Style Guide/Graphic Standards ("Style Guide"), and (3) Electronic and Information Technology Accessibility Standards	The Contractor shall comply 100% of the time	The Contractor shall comply 98% of the time	QA Plan and monitored by a Government Rep
5.2	The Contractor shall draft a Monthly Status Report (MSR)	<p>Contractor shall submit a sample MSR at the post-award meeting. The written report shall be submitted monthly to the COR and KO no later than the end of every following month via email.</p> <p>The contractor must include the additional data as stated in PWS Paragraph 5.11.1 as an attachment to the MSR. The MSR must be submitted timely and must be accurate 99.95% of the time.</p>	<p>Contractor shall submit a sample MSR at the post-award meeting. MSRs will be</p> <p>submitted NLT the end of each month. No more than 1 time shall the MSRs will be submitted later than the 12th business day of each month. The contractor shall comply 99.5% of the time.</p>	COR/KO will review monthly reports

PWS Paragraph	Task	Performance Standard	Acceptable Quality Levels (AQL)	Surveillance Method / By Whom
5.3	The Contractor shall use only National Guard specific trademarked logos and material available through the current National Guard media library	A contractor shall use COR Approve material 99% of the time.	A contractor shall comply 95% of the time	COR will approve all created advertising prior to posting. COR/KO will periodically check DAM
5.4	Contractor shall use the National Guard “ <i>Return on Investment (ROI) Tracking Tool</i> ” to create and track campaigns and programs by Campaign Identifications (CIDs).	The performance level for this task shall be determined via the Performance Matrix.	The performance level for this task shall be determined via the Performance Matrix.	COR will review Nationalguard.com ROI report periodically. COR will periodically check the ROI Tracking Tool.
5.5	The Contractor shall ensure “NATIONALGUARD.com” and/or “1-800-GO-GUARD” is advertised on all advertising placements.	99.9% of placed content will comply with this task and meet the standards described in the Performance Matrix	99.5% of placed content will comply with this task and meet the standards described in the Performance Matrix	COR will review monthly ROI and NationalGuard.com reports
5.6	The Contractor shall ensure updated usage agreements with radio and television stations for any relevant release of rights/claims) are established and correctly reflected in the traffic instructions prior to distribution.	The Contractor shall keep a record of all updated agreements 100% of the time	The Contractor shall keep a record of all updated agreements 98% of the time	The COR will reviewed with submission of MSR
5.7	The Contractor shall distribute announcements or spots in different languages.	The Contractor shall comply 100% of the time	The Contractor shall comply 95% of the time	The COR will randomly inspect
5.7.1	Contractor shall provide usage arrangements for NCSA and PSA materials to be allowed for web-streaming.	The performance level for this task shall be determined by the terms of the Contractor’s proposal.	The performance level for this task shall be determined by the terms of the Contractor’s proposal.	COR will review all SBA agreements to ensure usage arrangements for NCSA and PSA materials to be allowed for web-streaming

PWS Paragraph	Task	Performance Standard	Acceptable Quality Levels (AQL)	Surveillance Method / By Whom
5.7.2	The Contractor shall maintain a <i>Contact Log Report</i> of all SBAs and PSA Media Providers contact information including	Contractor shall submit a Contact Log Report as part of the MSR.	The Contractor shall comply 95% of the time	COR/KO will review monthly reports attached to the MSR
5.8.1	The Contractor will be held to the proposed ROI attachment for day parts and total airtime contained within their proposal. The proposed ROI will become the performance standard for this section.	The Contractor shall comply 100% of the time	The Contractor shall comply 95% of the time	The COR/KO will review monthly
5.8.1	Contractor shall submit a <i>NCSA Monthly Tracking Report</i>	Contractor shall submit an NCSA Monthly Agreement Report as part of the MSR.	Contractor shall submit an NCSA Monthly Agreement Report as part of the MSR.	COR/KO will review monthly reports attached to the MSR
5.9.1	Contractor shall analyze SBA metrics and provide a <i>NCSA Television Frequency Breakdown Report</i> .	Contractor shall insure the information submitted in the MSR is accurate and complete.	Contractor shall insure the information submitted in the MSR is accurate and complete	COR/KO will review Monthly data provided by the Contractor and Nationalguard.com and compare with the MSR.
5.9.2	The Contractor shall make recommendations for improvements to the NCSA Program to the COR	When required	When required	Reviewed as submitted by the Contractor

PWS Paragraph	Task	Performance Standard	Acceptable Quality Levels (AQL)	Surveillance Method / By Whom
5.7.4	The Contractor shall ensure that: State Wide Play totals, DMA plays and prime time and late evening plays are met as stated in Attachment 1	The Contractor must be in compliance 100% of the time	The Contractor shall ensure that at least 80% of the State Wide Play totals as stated in Attachment 1- NCSA Task Order 3 _AQL are played. 80% of the DMA plays must be met and 30% of those plays must be prime time and late evening	COR/KO will review monthly

TECHNICAL EXHIBIT 2**Deliverables Schedule**

Deliverable	Task Frequency	Number of Copies	Medium/Format	Submit To
1.4.1 QC Plan (QCP)	Proposal	1	Electronic Submission	COR/KO
5.2 Monthly Status Report (MSR)	Monthly	1	Electronic Submission	COR/KO
5.7.2 Contact Log Report	Monthly	1	Electronic Submission	COR/KO
5..8.1 NCSA Monthly Tracking Report	Monthly	1	Electronic Submission	COR/KO
5.9.1 NCSA Television/Radio Frequency Report	Within 30 days of award	1	Electronic Submission	COR

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	FY23 Advertising FFP Services, Non-Personal	12	Months		
See Performance Work Statement for details.					
GOV POC: TBA on award					
Vendor POC: TBA on award					
3953: W91NZ4-2130-0501					
FOB: Destination					
PSC CD: R701					
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1010 OPTION	FY24 Advertising FFP Services, Non-Personal	12	Months		
See Performance Work Statement for details.					
FOB: Destination					
PSC CD: R701					
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2010		12	Months		
OPTION	FY25 Advertising FFP Services, Non-Personal				

See Performance Work Statement for details.
FOB: Destination
PSC CD: R701

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3010		12	Months		
OPTION	FY26 Advertising FFP Services, Non-Personal				

See Performance Work Statement for details.
FOB: Destination
PSC CD: R701

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4010	FY27 Advertising	12	Months		
OPTION	FFP				
	Services, Non-Personal				

See Performance Work Statement for details.

FOB: Destination

PSC CD: R701

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0010	Destination	Government	Destination	Government
1010	Destination	Government	Destination	Government
2010	Destination	Government	Destination	Government
3010	Destination	Government	Destination	Government
4010	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0010	POP 01-APR-2023 TO 31-MAR-2024	N/A	W91NZ4 - RRM TERRY BERNDT SD RECRUITING/RETENTION OFFICE 2823 W. MAIN ST. RAPID CITY SD 57702-8170 605-737-6012 FOB: Destination	W91NZ4

1010	POP 01-APR-2024 TO 31-MAR-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91NZ4
2010	POP 01-APR-2025 TO 31-MAR-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91NZ4
3010	POP 01-APR-2026 TO 31-MAR-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91NZ4
4010	POP 01-APR-2027 TO 31-MAR-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W91NZ4

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	JUN 2020
52.204-7	System for Award Management	OCT 2018
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	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
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	NOV 2021
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	NOV 2021
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.212-1	Instructions to Offerors--Commercial Products and Commercial Services	NOV 2021
52.212-3 (Dev)	Offeror Representations and Certifications - Commercial Products and Commercial Services (Deviation 2023-O0002)	DEC 2022
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	DEC 2022
52.217-5	Evaluation Of Options	JUL 1990
52.219-1 (Dev)	Small Business Program Representations (Deviation 2023- O0002)	DEC 2022
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2020
52.219-14 (Dev)	Limitations on Subcontracting (DEVIATION 2021-O0008)	OCT 2022
52.219-28	Post-Award Small Business Program Rerepresentation	OCT 2022
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-25	Affirmative Action Compliance	APR 1984

52.222-26	Equal Opportunity	SEP 2016
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-50	Combating Trafficking in Persons	NOV 2021
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.223-22	Public Disclosure of Greenhouse Gas Emissions and Reduction Goals -- Representation.	DEC 2016
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	JUN 2020
52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
52.233-2	Service Of Protest	SEP 2006
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.244-6	Subcontracts for Commercial Products and Commercial Services	DEC 2022
52.252-6	Authorized Deviations In Clauses	NOV 2020
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
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	MAY 2021
252.209-7999 (Dev)	Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law (Deviation)	JAN 2012
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7001	Buy American And Balance Of Payments Program-- Basic	JUN 2022
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.232-7017	Accelerating Payments to Small Business Subcontractors-- Prohibition on Fees and Consideration	DEC 2022
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Items	DEC 2022

252.247-7023

Transportation of Supplies by Sea

FEB 2019

CLAUSES INCORPORATED BY FULL TEXT

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision-

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

(b) Prohibition.

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

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

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

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

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

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

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

(d) Representations. The Offeror represents that--

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

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

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

(e) Disclosures.

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

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

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means--

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means--

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition

applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing--

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (OCT 2020)

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

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

(c) Representations.

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

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it [____] does, [____] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

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 Government reserves the right to award to other than low offer. The following factors shall be used to evaluate offers:

Past Performance
Technical
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)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2018-00021) (DEC 2022)

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

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

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

(b)(1) Notwithstanding the requirements of any other clauses of this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b) (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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(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 (OCT 2015) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (FEB 2016) (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.

(xii) 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 (Mar 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 Act 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 Act 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).

(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 (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 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)

52.217-8 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 7 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 7 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 5 years.

(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://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):

<https://acquisition.gov>

(End of clause)

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

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

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

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

(End of provision)

252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2021)

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

Covered defense telecommunications equipment or services means--

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities;
- (2) Telecommunications services provided by such entities or using such equipment; or
- (3) Telecommunications equipment or services produced or provided by an entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Covered foreign country means--

- (1) The People's Republic of China; or
- (2) The Russian Federation.

Covered missions means--

- (1) The nuclear deterrence mission of DoD, including with respect to nuclear command, control, and communications, integrated tactical warning and attack assessment, and continuity of Government; or
- (2) The homeland defense mission of DoD, including with respect to ballistic missile defense.

Critical technology means--

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. In accordance with section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), the contractor shall not provide to the Government any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless the covered defense telecommunication equipment or services are covered by a waiver described in Defense Federal Acquisition Regulation Supplement 204.2104.

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

(d) Reporting.

(1) In the event the Contractor identifies covered defense telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, the Contractor shall report at <https://dibnet.dod.mil> the information in paragraph (d)(2) of this clause.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within 3 business days from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 30 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered defense telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

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):

(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.

(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.

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(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.

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(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	HQ0670
Issue By DoDAAC	W912MM
Admin DoDAAC**	W912MM
Ship To Code	W91NZ4
Service Approver (DoDAAC)	W91NZ4

WAWF ACCEPTORS

TBA on Award.

Contracting POC

Douglas.w.harding.civ@army.mil

(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.

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

(End of clause)

52.212-1 ADDENDUM

ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

The following provisions are incorporated into 52.212-1 as an addendum to this solicitation:

1. CONTRACT AWARD:

1.1. The Government intends to execute a Firm Fixed Price type contract for Recruiting and Retention Non-Commercial Sustaining Announcement. An award will be made on the basis of Price, Past Performance, and Technical factors

1.2. In accordance with FAR 52.212-1, Instructions to Offerors-Commercial Products and Commercial Services (NOV 2021), the Government reserves the right, based on the Government's best interests, to make a determination to: 1) award without discussions; 2) make a single award for this requirement; 3) establish a competitive range in order to conduct discussions; and/or 4) make no award if, upon evaluation, none of the proposals are deemed likely to meet the requirements; and 5) and award to other than low offer.

2. PROPOSAL SUBMISSION: Offerors' proposals shall adhere to the following instructions:

2.1. These instructions are designed to ensure submission of essential information in order for the Government to understand and evaluate proposals. Offerors are cautioned to follow the detailed instructions fully and carefully, as the Government reserves the right to make award on initial offers received, without discussions with Offerors.

2.2. Offerors are cautioned to submit adequate information to enable the Government team to fully ascertain each Offeror's capability to perform all of the requirements identified in the solicitation. All commitments made in the proposal shall become a part of the resultant contract.

2.3. Questions related to the solicitation are due by 13 March 2023, 12:00 pm (Mountain) and shall be emailed to douglas.w.harding.civ@army.mil. An amendment answering questions will be posted within 48 hours after due date.

Offerors are required to submit a COMPLETE package to douglas.w.harding.civ@army.mil by 12:00 pm (Mountain) on 20 March 2023.

2.4. A complete offer package includes:

(a) Signed first page of the solicitation.

(b) Completed pricing for all CLINs, to include Option CLINS. Option prices shall include any forecasted supply/labor cost increases.

(c) Provide up-to three (3) references/contract #'s for same or similar contract's conducted in the past (5) years and provide referenced POC information (name, phone number, email)

(d) Technical: Offerors shall submit a sample report in line with paragraph 5.2 of the Performance Work Statement to show capabilities of providing a detailed report that is organized and easily read.

2.5 A small business joint venture offeror must submit, with its offer, the representation required in paragraph (c) of FAR solicitation provision 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services, and paragraph (c) of FAR solicitation provision 52.219-1, Small Business Program Representations, in accordance with 52.204-8(d) and 52.212-3(b) for the following categories:

(A) Small business;

(B) Service-disabled veteran-owned small business;

- (C) Women-owned small business (WOSB) under the WOSB Program;
- (D) Economically disadvantaged women-owned small business under the WOSB Program; or
- (E) Historically underutilized business zone small business.

(End of provision)

52.212-2 ADDENDUM

ADDENDUM TO FAR 52.212-2 EVALUATION--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

A contract will be awarded to the responsible vendor that represent Best Value to the Government. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. IAW FAR 13.106-2(b)(3), formal evaluation plans and establishing a competitive range, conducting discussions, and scoring quotations or offers are not required. Award will be based on Best Value and the government may not award to lowest offeror.

The factors that shall be used to determine Best Value are Technical Ability, Past Performance, and Price. These factors are of equal importance and further described below:

1. **Technical:**
Acceptability will be evaluated based on sample reports, provided in offer, that meet requirements specified in paragraph 5.2 of the Performance Work Statement.
2. **Past Performance:**
 - a. The Government will evaluate the quoting firm's record of past performance in work relevant to the type in the PWS. The Government may obtain Past Performance information from interviews/questionnaires tailored to the circumstances of this acquisition and/or any other sources available to the Government, to include, but not limited to, the Past Performance Information Retrieval System (PPIRS), Federal Awardee Performance and Integrity Information System (FAPIS, now included on SAM.gov), Electronic Subcontract Reporting System (eSRS), or references as provided, and other databases.
 - b. References for past performance evaluation. References must be less than five years old.
3. **Price:**
The Government will evaluate received pricing, to include Options, for fairness and reasonableness based upon competitive pricing, historical pricing data, and Independent Government Estimate. Option prices shall include any forecasted supply/labor cost increases.

(End of Provision)