

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm Fixed Price		Page 1 Of 25	
2. Amendment/Modification No.  0002		3. Effective Date  2023JAN25		4. Requisition/Purchase Req No.  SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By  ARMY CONTRACTING CMD-APG BRIAN K PETCHEL 10205 BURBECK RD FORT BELVOIR, VA 22060-5811  EMAIL: BRIAN.K.PETCHEL.CIV@ARMY.MIL		Code W909MY		7. Administered By (If other than Item 6)		Code	
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)				<input checked="" type="checkbox"/>		9A. Amendment Of Solicitation No.  W909MY-23-R-0002	
						9B. Dated (See Item 11) 2022DEC12	
				<input type="checkbox"/>		10A. Modification Of Contract/Order No.	
						10B. Dated (See Item 13)	
Code		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning <u>2</u> signed copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required)							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/>		A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.			The Changes Set Forth In Item 14 Are Made In		
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  SEE SECOND PAGE FOR DESCRIPTION							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print)			
15B. Contractor/Offeror  _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America  By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 25
	PIIN/SIIN	MOD/AMD 0002	

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: BRIAN K PETCHEL  
Buyer Office Symbol/Telephone Number: CCAP-CCV-B/(703)704-1275  
Type of Contract 1: Firm Fixed Price  
Type of Contract 2: Cost No Fee  
Kind of Contract: Service Contracts

\*\*\* End of Narrative A0000 \*\*\*

CONTINUATION SHEET	Reference No. of Document Being Continued W909MY-23-R-0002 PIIN/SIIN MOD/AMD 0002	Page 3 of 25
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>CELLULAR ACP - FIXED</u></p> <p>COMMODITY NAME: CELLULAR ACP - FIXED CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>The Contractor shall provide all necessary labor, equipment, material, personnel, and associated information required to provide a fixed Cellular Wireless Access Control Point (ACP) capability IAW AIE Next Performance Specification section 3.2.4.4. The unit of measure Each refers to the number of Cellular ACP-Fixed units to be installed.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>			\$ _____	\$ _____
0019	<p><u>CELLULAR ACP - DEPLOYABLE</u></p> <p>COMMODITY NAME: CELLULAR ACP - DEPLOYABLE CLIN CONTRACT TYPE: Firm Fixed Price</p> <p>The Contractor shall provide all necessary labor, equipment, material, personnel, and associated information required to provide a deployable Cellular Wireless Access Control Point (ACP) capability IAW AIE Next Performance Specification section 3.2.4.4. The unit of measure Each refers to the number of ACP Cellular-Deployable units to be provided.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>			\$ _____	\$ _____

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> W909MY-23-R-0002 <b>PIIN/SIIN</b>	<b>Page 4 of 25</b> <b>MOD/AMD 0002</b>
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**Name of Offeror or Contractor:**

SECTION F - DELIVERIES OR PERFORMANCE

Period Of Performance

The total ordering periof for this Single Award IDIQ contract shall not exceed 78 months after the effective date of the contract. Within the 78 month ordering period, there are five periods of performance: a two-year base contract ordering period and four one-year option periods. An extension to the contract may be executed pursuant to FAR 52.217-9 (contained in Section I) that may provide and additional 6 month ordering period. In no event shall the ordering period of the contract exceed 78 months.

CLINS 0001 - 0048	1st Year Base Ordering Period
CLINS 1001 - 1048	2nd Year Base Ordering Period
CLINS 2001 - 2048	Option Year 1 Ordering Period
CLINS 3001 - 3048	Option Year 2 Ordering Period
CLINS 4001 - 4048	Option Year 3 Ordering Period
CLINS 5001 - 5048	Option Year 4 Ordering Period
CLINS 6001 - 6048	FAR 52.217-9 6 month extension

The period of performance for individual DO's shall be negotiated prior to DO award.

Delivery Of Data

All data shall be delivered IAW FAR 52.247-34, F.O.B. Destination, as specified in Block 14 of DD Form 1423. The contractor shall furnish the Procuring Contracting Officer one (1) copy of a quarterly listing of all transmittal letters submitting required data to the offices shown in Block 14 of DD Form 1423, including requirements delivered to the various DO monitors under the DOs issued under this contract.

While the DD Form 1423 incorporated into the contract contains broad generic Data Item Descriptions (DIDs), such as that utilized for CDRLs, all fully executed DOs will include the specific deliverable(s)/titles required during DO performance.

The extent of the Government's rights in data delivered under the contract shall be governed by the contract clauses incorporated in Section I of this contract.

Acceptance by the Government of all items delivered hereunder shall be at destination.

Electronic media, including e-mail, shall be utilized to the maximum extent practical. Email and related communications for transmitting and receiving unclassified information of a technical nature may use industry standard email methods for which appropriate access, authentication controls, including data encryption, are in effect. In addition, unclassified data of a technical nature may be exchanged on an IDE hosted by the contractor that uses industry standard methods and for which appropriate access and authentication controls are in effect. In both cases, these industry standard methods will be subject to Government review and approval prior to use.

\*\*\* END OF NARRATIVE F0001 \*\*\*

<p><b>CONTINUATION SHEET</b></p>	<p><b>Reference No. of Document Being Continued</b>  W909MY-23-R-0002  <b>PIIN/SIIN</b> <b>MOD/AMD</b> 0002</p>	<p><b>Page</b> 5 <b>of</b> 25</p>
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**Name of Offeror or Contractor:**

SECTION H - SPECIAL CONTRACT REQUIREMENTS  
Delivery Order (DO) Issuance Procedures

All products to be delivered under this contract will be set forth in individual DOs issued on DD Form 1155, Order for Supplies or Services. DOs issued under this single award contract shall be bilateral. Individual DOs will use the uniform Procurement Instrument Identification (PII) numbering system described by Defense Federal Acquisition Regulation Supplement (DFARS) 204.7001. DOs shall typically be awarded after negotiations have been completed and both parties agree on the scope, terms and price for the DO. However, under urgent situations, undefinitized DOs may be issued and will include directions regarding work, schedule and costs that may not be exceeded pending definitization of the DO.

The DO process commences with the Government issuing a Statement of Work (SOW) and requesting a DO proposal. The offeror shall submit to the Contract Officer (KO) a DO proposal within 10 calendar days after receiving the DO SOW. The 10 calendar-day requirement may be increased or decreased by the KO based upon the complexity of the SOW. Specific directions to complete the DO proposal will be provided by the KO. The DO proposal shall provide the offeror's detailed approach to accomplishing the requirements of the task, shall identify any risks and the Contractors plan to mitigate the risks, shall include milestones/schedules to accomplish the tasks and shall identify the offeror's price for completing the task. Pricing shall be presented in terms of labor, materials and travel during DO period of performance and shall reflect the Contract Line Item Numbers (CLINs) as set forth in Section B of this contract. Contractor Logistics Support (CLS) will be priced as a percentage of CLINs 0005-0017 and 0021. CLINs will be Firm Fixed Price (FFP) (except Travel which will be Cost Reimbursable (CR)) with prices being negotiated and set at contract award.

DOs will be FFP (except Travel which will be awarded as CR). Each DO will define the required services, deliverables and standards necessary to achieve the Governments desired outcomes.

The offeror will have the option to voluntarily submit post-award Value Engineering Change Proposals (VCEP). In accordance with FAR 48.101(b)(1), the contractor must use their own resources to develop and submit VECs. This voluntary approach should not in itself increase costs to the Government.

Uncompensated overtime, overtime and temporary labor shall be fully disclosed in all proposal submissions in response to request for proposals, as use of this type of labor may have a direct impact on the technical approach proposed. Temporary labor shall be clearly identified and used at a minimum to support tasking. Maximum usage of temporary labor is considered six months or less.

The offeror shall not exceed the firm fixed price specified in each DO without the prior written approval of the KO. Any changes to the DO scope of work shall be documented by a modification to the DO. The KO shall acknowledge each event individually.

At no time shall any understanding or agreement, contract modification, change order or other matter in deviation from the terms of this contract between the offeror and a person other than the KO be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by the KO. The Government will not be obligated to reimburse the offeror for work performed, items delivered, or any costs incurred, nor shall the offeror be obligated to perform, deliver or otherwise incur costs except as authorized by duly executed DOs.

DO execution will typically follow the path set forth below.

Installation DOs. The Government plans to award a DO for each installation. Each installation DO includes site survey, design, fielding and logistics support.

Delivery Order Pricing

The DOs shall be priced using the agreed upon fixed CLIN prices in the definitized contract and the final negotiated prices for the unpriced CLINs (such as Changes and Engineering Change Proposals (ECPs)). Final price definitization will be based on the offerors pricing in the proposal submitted following negotiation with the Government.

Labor: Labor for unpriced CLINs (such as Changes and ECPs) shall be proposed, In Accordance With (IAW) negotiated Attachment 0006 - Pricing Model, using the labor categories and fixed unit rates defined in the base contract. Any additional labor categories proposed after contract award must be approved by the KO and will require modification to the base contract. Downward adjustments to these rates may be made to reflect conditions present at the place of performance stated in the DO.

Equipment/Material: Equipment/Material shall be proposed, IAW Attachment 0008 - AIE 3.4 HW/SW List, at the fixed unit rates definitized in the base contract. Equipment/Material refers to any Hardware, Software and miscellaneous material the offeror requires to field their proposed system. Downward adjustments to these rates may be made to reflect conditions present at the place of performance stated in the DO. In the event that equipment/material is proposed to be provided by the offeror or one of the firms subcontractors, the offeror shall provide evidence of competitive pricing and other terms of purchase that clearly demonstrate that the rationale supporting the selection of the offeror or subcontractor as the provider of the equipment/material. This information shall be sufficient to demonstrate no undue bias toward the offeror or subcontractor and fair market rates based on comparable equipment and materials.

Training: Training curriculum will be established by the contractor within their proposal. Construction Services: Under the life of this

<p><b>CONTINUATION SHEET</b></p>	<p><b>Reference No. of Document Being Continued</b>  W909MY-23-R-0002  <b>PIIN/SIIN</b> <b>MOD/AMD</b> 0002</p>	<p><b>Page</b> 6 <b>of</b> 25</p>
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**Name of Offeror or Contractor:**

contract, it is not envisioned that extensive Construction Services would be required. However, there may be a need for light construction services such as possible remediation of site preparation work. Construction services are those services that are incidental to and necessary to complete the deliveries required in specific DOs.

Construction services shall be proposed on the Changes CLIN. The labor proposed for construction services shall be presented to clearly demonstrate compliance with the Davis Bacon Act (DBA) wage determination provided with the applicable DOs and to present the basis for profit proposed. Construction services labor shall be priced for the period required for the DO and is not subject to escalation. In the event the location of performance is exempt from DBA, the offeror shall provide the basis for the rates proposed in the supporting pricing detail provided with the DO.

Travel: Travel shall be conducted IAW Federal Acquisition Regulation (FAR) Part 31.205-46. Travel shall be priced IAW the estimates provided in the DO, or as instructed in the request for DO proposal. The contractor shall notify the Government when travel funds have reached 75% expended. Travel is on a cost-reimbursement basis only and includes General and Administrative (G&A). Profit and fees are not allowed on travel.

Reimbursement for travel, subsistence and lodging shall be paid to the offeror only to the extent that it is necessary for performance of DOs under this contract. Only per diem that does not exceed the maximum rates set forth in the following shall be considered to be reasonable:

1. Federal travel regulations (in effect at the time of travel) prescribed by the General Services Administration for travel in the contiguous 48 United States.
2. Joint Travel Regulations (JTR) prescribed by DoD for travel in Alaska, Hawaii, the Commonwealth of Puerto Rico and the territories and possessions of the United States.
3. Standardized regulations (Government civilians, foreign areas), Section 925, Maximum Travel Per Diem Allowances in Foreign Areas, prescribed by Department of State (DoS), for travel in areas not covered in subparagraphs 1 and 2 above.

The application of the rates described above would not constitute a reasonable charge (1) when no lodging costs are incurred; (2) more than one person/employee uses the same room for lodging; and/or (3) on partial travel days (day of departure and return). Appropriate downward adjustments from the maximum per diem rates shall be required under these circumstances. Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel (1/4, 1/2, and 3/4 day basis).

Only actual transportation fare via the most direct routes (non-first class) between place of origin and destination is reasonable. Cost for delays enroute (excluding Government-caused delays, unavoidable airline schedule delays, and major acts of nature causing an unavoidable delay) are not reasonable. Per Diem is reasonable only when paid at JTR rates. To the extent available, suitable Government quarters, messing, and surface transportation facilities may be used. Rental cars shall be reimbursed up to economy size only when travel is conducted by a single person. Refundable tickets may be approved by the KO or Contracting Officers Representative (COR) on a case by case basis.

Per Diem shall be limited to payments to employees for authorized travel as described above and is not to exceed the authorized amount. The offeror shall retain supporting documentation for per diem paid to employees as evidence of actual payments.

Travel will not be reimbursed for offeror personnel performing services at the offerors home facility or at any location within a 50-mile driving radius of the offerors home facility. The Government will not reimburse the offeror for any travel or commuting costs, lodging, or per diem, whether part-time or full-time, from their home of record to the offerors facility, for any offeror employee or subcontractor employee, subject matter expert, consultant, or temporary labor.

The Government will not reimburse relocation costs of any offeror employee at the start of or during performance of this requirement. The offeror shall have sufficient staff to perform the requirement to meet cost, schedule and acceptable quality level.

Meetings, briefings, etc, conducted by firms are considered to be part of normal day-to-day business functions and are considered to be the indirect costs of doing business.

Meetings between the Government and the offeror should be conducted in such a manner that is efficient, effective and cost effective.

The Government will not entertain nor reimburse for any travel costs outside of JTR allowable expenses. This includes all subcontractors through all tiers, subject matter experts, consultantsand temporary labor. This does not infer, directly or indirectly, that an offeror would change their internal policy as the Government is not privy to an offerors internal policies. Requests for exceptions to this shall be considered on a case-by-case basis.

The offeror agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission. When it is necessary to use air or rail travel, the offeror agrees to use coach, tourist class, or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed.

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">W909MY-23-R-0002</p> <p> <b>PIIN/SIIN</b> <span style="float: right;"><b>MOD/AMD</b> 0002</span> </p>	<p style="text-align: right;"><b>Page</b> 7 <b>of</b> 25</p>
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**Name of Offeror or Contractor:**

Documentation must be provided to substantiate non-availability of coach or tourist class.

Changes to Fixed Unit Price Rates: The fixed-unit price rates shall be firm for the life of the contract. Requests for equitable adjustments will be entertained insomuch as the documentation supporting such a request clearly demonstrates that the change is beyond the contractors control and could not have otherwise been predicted by the contractor. These changes typically are those that impact the market at large, as opposed to a single contractor or source of supply. Costs attributable solely to escalation will not be entertained.

Guaranteed Minimum and Maximum Ordering Limitation

The guaranteed minimum payment to the contractor under this contract will be \$2.5M. There are no minimum guarantees for the option periods.

The Government will award a DO that will satisfy the minimum obligation requirement at or near the time of contract award.

The maximum amount for award of all DOs as a result of solicitation W909MY-22-R-G008 will not exceed \$293M inclusive of the base contract year and any option period exercised. The Government is not obligated to issue DOs up to the maximum total for any DO or combination thereof under this contract.

Section 508 Compliance Statement

All Electronic and Information Technology (EIT) procured through the SOW and any resulting contract, DO or purchase order must meet the applicable accessibility regulations at 36 Code of Federal Regulations (CFR) 1194, unless an agency exception to this requirement exists.

Government Furnished Information (GFI)

The Government will provide AIE system Interface Control Documents (ICD) for the Defense Enrollment Eligibility Reporting System (DEERS) and Interoperability Layer Service (IoLS), to include a Software Development Kit (SDK) for access to IoLS and and IMESA architecture, within 15 days after contract award. The Government will also deliver the AIE Overarching Test Plan within 15 days after contract award.

Insurance (IAW FAR 28.310 (a))

In Accordance With clause 52.228-5, "Insurance -- Work on a Government Installation" incorporated in Section I herein, the offeror shall secure, pay the premiums for and keep in force until the expiration of this contract and any renewal thereof, adequate insurance to specifically include liability assumed by the offeror under this contract. The Contractor shall maintain a copy of all Subcontractors proof of required insurance and shall make copies available to the Contracting Officer upon request. The offeror shall maintain the following types of insurance and coverage:

1. Workmen's compensation insurance as required by law of the State.
2. Comprehensive bodily injury liability insurance with limits of not less than \$500,000 for each accident.
3. Property damage liability with a limit of not less than \$100,000 for each accident.
4. Automotive bodily injury liability insurance within the limits of not less than \$200,000 for each person and \$500,000 for each accident, and property damage liability insurance, with a limit of not less than \$40,000 for each accident.

Work on a Government Installation

In performing work under this contract on a Government installation or in a Government building, the offeror shall fully comply with local military installation, city, state and federal laws, regulations and/or ordinances pertinent to performance of the contractual services required under this contract. Specifically, the offeror shall adhere to the following:

1. Observe all rules and regulations issued by the installation Commanding Officer pertaining to fire, safety, sanitation, severe weather, admission to the installation, conduct not directly addressed in this contract;
2. Conform to the specific safety requirements established by this Contract;
3. Take all reasonable steps and precautions to prevent accidents and preserve the life and health of Government and offeror personnel connected in any way with performance under this contract; and,
4. Take such additional immediate precautions as the KO and COR may reasonable require for safety and accident prevention purposes.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> W909MY-23-R-0002 <b>PIIN/SIIN</b>	<b>Page 8 of 25</b> <b>MOD/AMD 0002</b>
<b>Name of Offeror or Contractor:</b>		

Organizational Conflict Of Interest (OCI)

"Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, Teaming Arrangements and other business enterprises.

The term "offeror" as used in this clause, includes any person, firm or corporation which has a majority or controlling interest in the offeror or in any parent corporation thereof, any person, firm, or corporation in or as to which the contractor (or any parent or subsidiary corporation thereof) has a majority or controlling interest. The term also includes the corporate officers of the contractor, those of any corporation which has a majority or controlling interest in the offeror, and those of any corporation in which the offeror (or any parent or subsidiary corporation thereof) has a majority or controlling interest. All references to the offeror as contained in this clause shall apply with equal force to all of these included.

"Contract" and "DO" shall be used as applicable to the level at which this clause is being invoked.

Impact on Future Agency Contracts and DOs

The following examples illustrate situations in which questions concerning organizational conflicts of interest may arise. They are not all inclusive, but are intended to help the KO apply general guidance to individual contract and DO situations.

Unequal access to information. Access to "nonpublic information" as part of the performance of a DO provided under the contract or work performed under a separate Government contract could provide the contractor a competitive advantage in a later competition. Such an advantage could easily be perceived as unfair by a competing vendor who is not given similar access to the relevant information. If the requirements of the government procurement anticipate the successful vendor may have access to nonpublic information, the successful vendor shall be required to submit and negotiate an acceptable mitigation plan. Alternatively, the "nonpublic information" may be provided to all vendors.

Biased ground rules. An offeror in the course of performance under a DO contract has in some fashion established important "ground rules" for another requirement, where the same offeror may be a competitor. For example, an offeror may have drafted the statement of work, specifications, or evaluation criteria of a future procurement. The primary concern of the government in this case is that an offeror so situated could slant key aspects of procurement in its own favor, to the unfair disadvantage of competing vendors. If the requirements of the government procurement anticipate the offeror may have been in a position to establish important ground rules, including but not limited to those described herein, the offeror shall be required to submit and negotiate an acceptable mitigation plan.

Impaired objectivity. An offeror in the course of performance of a DO or contract is placed in a situation of providing assessment and evaluation findings over itself, or another business division, or subsidiary of the same corporation, or other entity with which it has a significant financial relationship. The concern in this case is that the offeror 's ability to render impartial advice to the government could appear to be undermined by the offeror's financial or other business relationship to the entity whose work product is being assessed or evaluated. In these situations, a "walling off" of lines of communication may well be insufficient to remove the perception that the objectivity of the offeror has been tainted. If the requirements of the government procurement indicate that the successful vendor may be in a position to provide evaluations and assessments of itself or corporate siblings, or other entity with which it has a significant financial relationship, the affected offeror shall provide a mitigation plan that includes recusal by the vendor from the affected contract work. Such recusal might include divestiture of the work to a third party vendor.

In order to prevent a future OCI resulting from potential bias, unfair competitive advantage, or impaired objectivity, the offeror shall be subject to the following restrictions:

1. The offeror shall be excluded from competition for, or award of any Government Contracts as to which, in the course of performance of this contract, the offeror has received advance procurement information before such information has been made generally available to other persons or firms.
2. The offeror shall be excluded from competition for, or award of any Government Contract for which the offeror actually assists in the development of the Screening Information Request (SIR), specifications or SOW.
3. The offeror shall be excluded from competition for or award of any Government Contract which calls for the evaluation of system requirements, system definitions, or other products developed by the offeror under this contract or resulting DOs.



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> W909MY-23-R-0002 <b>PIIN/SIIN</b>	<b>Page</b> 9 <b>of</b> 25 <b>MOD/AMD</b> 0002
<b>Name of Offeror or Contractor:</b>		

4. The offeror shall be excluded from competition for, or award of any Government Contract which calls for the construction or fabrication of any system, equipment, hardware, and/or software for which the offeror participated in the development of requirements or definitions pursuant to this contract or resulting DO.

This clause shall not exclude the offeror from performing work under any amendment or modification to this contract or from competing for award for any future contract for work that is the same or similar to work performed under this contract.

The agency may in its sole discretion, waive any provisions of this clause if deemed in the best interest of the Government. The exclusions contained in this clause shall apply for the duration of this contract and for three years after completion and acceptance of all work performed hereunder.

If any provision of this clause excludes the offeror from competition for, or award of any contract, the offeror shall not be permitted to serve as a subcontractor, at any tier, on such contract. This clause shall be incorporated into any subcontracts or consultant agreements awarded under this contract unless the KO determines otherwise.

**Affirmative Duties and Responsibilities for Government Contractors:** The offeror warrants that to the best of its knowledge and belief and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined above. The offeror agrees that, if after award, it discovers an actual or potential organizational conflict of interest at the contract level it shall make immediate and full disclosure in writing to the KO. Changes in the offeror's relationships due to mergers, consolidations or any unanticipated circumstances may create an unacceptable organizational conflict of interest might necessitate such disclosure. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action that the offeror has taken or proposes to take to avoid, mitigate, or neutralize the conflict and any other relevant information that would assist the KO in making a determination on this matter.

The offeror, upon identification of a potential conflict, shall submit requests to participate in the DO for written approval on a delivery order-by-delivery order basis, unless the offeror is aware of multiple DOs that may create the appearance of a conflict or be an actual conflict. In the case of the later, the offeror shall notify the KO as soon as the conflicts/apparent conflicts have been identified. This provision shall be in effect throughout the period of performance of this contract, any extensions thereto by change order or supplemental agreement and for three years thereafter.

The offeror shall permit a Government audit of internal OCI mitigation procedures for verification purposes. The Government reserves the right to reject a mitigation plan, if in the opinion of the KO, such a plan is not in the best interests of the Government. The offeror shall hold the Government harmless and will freely indemnify the Government as to any cost/loss resulting from the unauthorized use or disclosure of any third-party proprietary information by its employees, the employees of subcontractors or by its agents.

The KO's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

The offeror shall include the same provisions as are expressed in this clause, including this paragraph, in all subcontracts awarded for performance of any portion of this requirement. This restriction is applicable throughout the period of performance of the subcontract, and any extensions thereof by change order or supplemental agreement, and for three years thereafter. When the provisions of this clause are included in a subcontract, the term KO shall represent the head of the Contracts Office of the prime Contract. Any deviations or less restrictive coverage deemed necessary or required by the offeror for a particular subcontract must first be submitted to the KO for approval.

**Compliance:** Compliance with these OCI requirements is a material obligation of this contract. The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law, including those set forth at FAR Part 9.5 or elsewhere included in this contract. If the offeror takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default. For breach of any of the restrictions contained herein, or for nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the government reserves the right to terminate this contract for default, disqualify the offeror for subsequent related contractual efforts, and to pursue such other remedies as may be available under law. If in compliance with this clause, the offeror discovers and promptly reports an organizational conflict of interest subsequent to contract award, the KO may choose to terminate this contract for convenience of the Government, when such termination is deemed to be in the best interest of the Government.

#### Corporate Changes

The offeror shall provide the KO copies of all publicly available correspondence relating to corporate status and major corporate revisions, such as buy-outs, sale or dissolution and changes in personnel policy that effect this

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> W909MY-23-R-0002 <b>PIIN/SHN</b>	<b>Page 10 of 25</b> <b>MOD/AMD 0002</b>
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**Name of Offeror or Contractor:**

contract. Potential buyout scenarios, actual buyouts, sales and dissolutions shall be disclosed in writing to the KO as soon as possible after such information/status has been disclosed.

Federal Holidays

The following days are legally recognized US holidays:

- New Year's Day
- Birthday of Martin Luther King, Jr.
- Washington's Birthday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

When one of the above designated legal holidays falls on a Sunday, the following Monday will be observed as a legal holiday. When a legal holiday falls on a Saturday, the preceding Friday is observed as a legal holiday. This list of holidays relates to Government duty days and is not intended to supplement or otherwise alter the provisions of any Wage Determination regarding applicable paid holidays.

In addition to the days designated as holidays, the Government observes the following days:

1. Any other day designated by Federal Statute
2. Any other day designated by Executive Order
3. Any other day designated by Presidential Proclamation

It is understood and agreed between the Government and the offeror that observance of such days by Government personnel shall not be a reason for an additional period of performance, or entitlement of compensation except as set forth within the contract. In the event the offerors personnel work during the holiday, the offeror may reimburse them; however, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, other than their normal compensation for the time worked, unless stipulated otherwise in DOs. This provision does not preclude reimbursement for authorized overtime work if applicable.

When the DoD grants excused absence to its employees, the offeror agrees to continue to provide sufficient personnel to perform critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the Delivery Order KO or the COR. Changes in employee work schedules shall comply with the terms and conditions of the delivery order, to include payment provisions.

If Government personnel are furloughed, the offeror shall contact the COR to receive direction. It is the Governments decision as to whether the contract price/cost will be affected as a result of Government shutdown and/or furloughed Government employees. In the event that Government shutdown and/or furloughed Government employees does impact contract price/cost, a negotiated settlement will be reached as deemed appropriate by the COR. Generally, the following situations apply.

- 1) Offeror personnel that are able to continue DO performance (either on-site or at a site other than their normal workstation), shall continue to work and the DO price shall not be reduced or increased.
- 2) Offeror personnel that are not able to continue contract performance may be asked to cease their work effort.
- 3) Nothing in this section abrogates the rights and responsibilities of the parties relating to "stop work" provision as cited in other sections of this contract.

Offeror Staff Training

In performing DOs under this contract, the offeror shall use only fully trained, experienced, and technically proficient

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b> W909MY-23-R-0002</p> <p> <span style="float: left;">PIIN/SIIN</span> <span style="float: right;">MOD/AMD 0002</span> </p>	<p style="text-align: right;"><b>Page 11 of 25</b></p>
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**Name of Offeror or Contractor:**

personnel. The offeror, at his expense, will perform training of offeror personnel except when the KO has given prior approval for training to meet the requirements that are specifically peculiar to a particular task. Training at the Governments expense will not be authorized as a direct charge to the Government unless specifically authorized by the KO. These requests will be sent to the KO not less than fourteen (14) calendar days prior to reservation for the event. The following are examples of training that may be reimbursed.

- 1) When the Offeror has given prior approval for training to meet the special requirements for a particular DO.
  
- 2) Limited training of Offeror employee(s) may be authorized when the Government determines it to be in the best interest of the Government.
  
- 3) The Government will not authorize training for offeror employees to attend seminars, symposia, or user group conferences, unless certified by the offeror and the COR that attendance is mandatory for the performance of DO requirements. When training is authorized by the KO in writing under the conditions set forth above, the Government will reimburse the offeror for tuition, travel, and per diem, if required.
  
- 4) Training at Government expense will not be authorized for replacement personnel nor for the purpose of keeping Contractor personnel abreast of advances in the state-of-the-art, or for training offeror employees on equipment, computer languages, and computer operating systems that are available on the commercial market.

Addition of Clauses at the DO Level

Clauses may be added at the DO level in so much as they do not conflict with clauses included in the basic contract. For example, Option clauses 52.217-8 titled Option to Extend Services and, 52.217-9 titled Option to Extend the Term of the Contract may be included and tailored at the DO level.

Small Business Participation Goals and Small Business Subcontracting (See Ssection M for evaluation criteria)

All small business and large business offerors shall make a good faith effort to meet their AIE small business participation goals. Small business participation percentage goals established for the two-year base contract period will be applicable to the four one-year option periods if exercised.

The offeror's efforts toward, and results in, achieving their small business participation goals may be considered by the KO in his/her evaluation of the offeror's past performance on future efforts. The offeror is cautioned that failure to make a good faith effort to meet their small business participation goals shall be noted and documented in the Contractor Performance Assessment Reporting System (CPARS). The contractor is advised to provide detailed supporting documentation and/or rationale when actual participation percentages fall short of goals.

Consent to Add/Delete Subcontractors

Following the Base contract award, the offeror shall obtain written consent from the KO prior to the addition or deletion of a subcontractor. The offeror shall ensure a competitive environment among subcontractors IAW FAR. The offeror shall address the proposed approach for qualifying potential subcontractors, pricing evaluation, selection criteria, and administration. Offerors shall submit a subcontractor package to the Contracting Office with the following information:

- 1) Name, address, size (large, small, or disadvantaged, etc) CAGE and DUNS Code;
  
- 2) Expertise the subcontractor brings to the team that does not already exist, or the fact that it meets the Small Business Participation Requirements;
  
- 3) Proposed Labor categories;
  
- 4) Burdened Labor Rate Table (identify all the loads including fee) showing development of fixed loaded rates through fee. Subcontractor rates may not exceed Prime rates;
  
- 5) Offerors must submit a letter to delete or add subcontractors. This letter must provide information relating to the impact of the deletion or addition, specifically as it relates to the Small Business Participation Plan.

Management Planning

The offeror shall identify the Management Control System (MCS) to be used to integrate program execution by DO and across the entire

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> W909MY-23-R-0002 <b>PIIN/SIIN</b> MOD/AMD 0002	<b>Page 12 of 25</b>
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**Name of Offeror or Contractor:**

contract. The Contractor shall document the processes and procedures used to implement and maintain the MCS. The Contractors Management Plan shall include quality assurance and risk management with mitigation strategies. The Government shall have access to the offerors MCS.

Export Control

No export controlled items are anticipated for this program.

If necessary, the offeror shall furnish the KO evidence of compliance with (or exemption from) the Foreign National Employment Licensing Guidelines or the Guidelines for Preparing Export License Applications Involving Foreign Nationals prior to any foreign national being given access to export controlled technology.

Use of Government Sources

The offeror shall maintain currency on all Federal and DoD Acquisition Regulations and Policies. All procurement actions on behalf of the Government, whether by the prime or its subcontractors, shall comply with these regulations and policies to include providing all required waivers from DoD and Federal sources.

Government sources of supply will be utilized, for purchases necessary in the performance of this contract. Clauses at FAR 52.251-1 and DFARS 252.251-7000 are applicable. The Armys preferred source is the Computer Hardware Enterprise Software and Solutions (CHESS) and shall be given priority over non-DoD sources. A letter will be provided at time of award authorizing the winning Offeror the ability to order from the CHESS website.

For all equipment and supplies purchased directly for this contract, the title shall vest with the Government. For property charged as an indirect cost, title shall vest with the purchaser.

Deployment Outside the Continental United States (OCONUS)

The Government intends to deploy AIE capabilities in support of Installations Access Control operations OCONUS. Any additional requirements and applicable clauses will be provided by the KO prior to issuance of a DO.

\*\*\* END OF NARRATIVE H0001 \*\*\*

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 0011	PAST PERFORMANCE QUESTIONNAIRE2	09-JAN-2023	003	EMAIL

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> W909MY-23-R-0002 <b>PIIN/SIIN</b>	<b>Page 14 of 25</b> <b>MOD/AMD 0002</b>
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**Name of Offeror or Contractor:**

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

1. PROPOSAL SUBMISSION REQUIREMENTS

- a. The Offeror proposal shall be submitted electronically via electronic mail (e-mail) addressed to the Contracting Officer (Danny.W.Lester.civ@army.mil) and the Contract Specialist (Brian.k.Petchel.civ@army.mil), or using DOD SAFE (<https://safe.apps.mil/>; follow the User Guide provided at [https://dl.dod.cyber.mil/wp-content/uploads/dcs/pdf/unclass\\_DOD\\_SAFE\\_User\\_Guidev0\\_2dl.pdf](https://dl.dod.cyber.mil/wp-content/uploads/dcs/pdf/unclass_DOD_SAFE_User_Guidev0_2dl.pdf) ) in the files set forth below.
- b. Any portion of the proposal that is changed (as a result of negotiations or proposal revisions) should be annotated and dated. Each volume shall be clearly labeled with its Title.
- c. Each paragraph should be single spaced, and shall be separated by at least one blank line. A standard, 12-point minimum font size applies. Arial font is required. Tables and illustrations may use a reduced font size no less than 8-point and may be produced in landscape mode.
- d. The following volumes of material shall be submitted:

Volume	Title	Copies	Pages
I	Technical	1	50
II	Cost/Price	1	No limit
III	Past Performance	1	25
IV	Small Business Participation	1	25
V	Solicitation, Offer and Award Documents, and Certifications / Representations	1	No limit

NOTE: Pages that exceed the required page limitations will not be evaluated. Additional pages over the maximum allowed will be removed or not read and will not be evaluated by the Government. The Cover Page, Table of Contents, Cross-Reference Matrix Spreadsheet, and Software License Agreements will not be counted against the page count requirements listed above.

2. PROPOSAL FILES

- a. Format The submission shall be clearly indexed and logically assembled. Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date and Request for Proposal (RFP) number in the header and/or footer. A Table of Contents should be created using the Table of Content feature in MS Word Version 13 or MS Word (.docx) files shall use the following page setup parameters:

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

The following additional restrictions apply:

- b. File Packaging All of the proposal files shall be compressed (zipped) into one file entitled proposal zip using WinZip version 6.2 or later, or as separate uploads in their native format, i.e. doc, xls, ppt, etc., in read-only format. All price breakdown information to aide in the cost/price evaluation shall be submitted in Microsoft Office Excel Read/Write format and viewable in Microsoft Excel 2013.  
\*\*Please note Self extracting exe files are not acceptable.
- c. Content Requirement All information shall be confined to the appropriate file. The Offeror shall confine submissions to essential matters, sufficient to define the proposal in a concise manner, to permit a complete and accurate evaluation of each proposal. Each file of the proposal shall consist of a Table of Contents, Summary Section, and the Narrative discussion. The Summary Section shall contain a brief abstract of the file. Proprietary information shall be clearly marked. Proposals shall address the requirements described in section three (3) of the Statement of Work (SOW). The following shall be included in the Narrative discussion:
- (i) VOLUME I Technical Offerors are responsible for including sufficient details to permit a complete and accurate evaluation strictly from a technical standpoint. The proposal shall be detailed and clearly stated to allow an assessment by the Government without need for additional clarifications. Offerors shall complete the Attachment 0010 - Section L Cross-Reference Matrix Spreadsheet with corresponding proposal section and page numbers. The Cross-Reference Matrix spreadsheet shall be included in the Technical Volume submission and is excluded from the page count. Simply stating compliance with requirements is not sufficient detail to support an acceptable approach.

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b> W909MY-23-R-0002</p> <p> <b>PIIN/SIIN</b> <span style="float: right;"><b>MOD/AMD</b> 0002</span> </p>	<p style="text-align: right;"><b>Page 15 of 25</b></p>
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**Name of Offeror or Contractor:**

The volume shall be organized into the following sections:

(1) Sub-factor 1 This Sub-factor evaluates the Offerors Management and Engineering Approach (Attachment 0001 - SOW section 3.2).

a) Program Management approach (Attachment 0001 - SOW section 3.2.5) to include:

- Approach to meeting the technical performance requirements in the P-Spec.
- Scheduling/Fielding Strategy demonstrating their ability to meet all requirements within the six-year period of performance.
- Resource Allocation during the surge activities related to multiple, simultaneous site installations

b) Systems Engineering (Attachment 0001 - SOW section 3.2.6), Risk and Configuration Management processes (Attachment 0001 - SOW section 3.2.6.8.1) and approach for establishing, utilizing, and integrating the existing AIE-3.4 baseline configuration hardware and software; to include proven organizational and Agile processes addressing change management and capability enhancements.

c) Cybersecurity approach (Attachment 0001 - SOW section 3.2.2) to executing and maintaining the Risk Management Framework (RMF) requirements of the contract Statement of Work (SOW), specifically sections regarding RMF (Attachment 0001 - SOW section 3.2.2.1), Authority to Operate (ATO) (Attachment 0001 - SOW section 3.2.2.4) , and Security Technical Implementation Guide (STIG) activities (Attachment 0001 - SOW section 3.2.2.2)

d) How the proposed system design accomodates open architecture and future performance upgrades (with minimal impact to the overall system design)(Attachment 0001 - SOW section 3.1 and 3.2.6).

e) Approach to simultaneously address the CLS (Attachment 0001 - SOW section 3.2.7.1.1) and sustainment requirements (Attachment 0001 - SOW section 3.2.8) of multiple installations.

(2) Sub-factor 2 This Sub-factor evaluates the Offerors approach to the following Sample Task System Fielding.

a) Offerors shall describe their proposed approach for executing four simultaneously awarded fielding Delivery Orders that direct the installation (Attachment 0001 - SOW section 3.2.4) of the AIE system at two small Army installations, one medium Army Installation, and one large Army Installation (four Installations total) IAW the Statement of Work (SOW).

b) Offerors shall include the following in their approach to executing this sample task:

- Approach to procurement, storage, and transportation of system components (Attachment 0001 - SOW section 3.2.7.1.12).
- Resources (material), labor categories and hours, schedule, and infrastructure/bandwidth challenges.
- Program Management and Qualification processes (Attachment 0001 - SOW sections 3.2.5 & 3.2.6).
- Cybersecurity compliance process (Attachment 0001 - SOW section 3.2.2).
- Methods of improving efficiencies.

c) Assumptions for purposes of this Sample Task:

- Contractor's baseline configuration has been accepted by the Government vie Production Qualification Testing (Attachment 0001 - SOW section 3.2.6.7.2) at the Government Lab (Attachment 0001 - SOW section 3.2.3) and Performance Verification Testing (Attachment 0001 - SOW section 3.2.6.7.3) at the first DoD location (Attachment 0001 - SOW section 3.2.4.4.3).

(3) Sub-factor 3 This Sub-factor evaluates the Offerors's approach to the following Sample Task - ECP

a) Offerors shall describe their proposed approach to meeting the requirements of a Delivery Order RFP that requires the insertion of new vehicle lane cameras (to capture the front and back of the vehicle) that will result in an ECP (Attachment 0001 - SOW section 3.2.6.4) to the current AIE baseline.

b) The technical solution shall integrate with AIE to provide forensic evidence to support law enforcement activities and conform to the requirements described in Attachment 0002 System Performance Specification, Section 3.7.3.

c) For purposes of this Sample Task, the Contractor shall include the following in their proposal:

- Program Management and SE processes (to include prototype, test, qualification of a design suitable for ECP approval)(Attachment 0001 - SOW sections 3.2.3, 3.2.5, & 3.2.6).
- Resources (material), labor hours/categories
- Proposed baseline changes (HW/SW) and cybersecurity impacts (Attachment 0001 - SOW section 3.2.2).
- Methods of improving efficiencies

d) Assumptions for purposes of this Sample Task:

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b> W909MY-23-R-0002</p> <p><b>PIIN/SIIN</b> <span style="float: right;"><b>MOD/AMD</b> 0002</span></p>	<p style="text-align: right;"><b>Page 16 of 25</b></p>
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**Name of Offeror or Contractor:**

- The Technical insertion would be installed at 100 Tier 2-equipped lanes (Attachment 0001 - SOW section 3.2.6.7.2).
- Contractor's baseline configuration has been accepted by the Government via Production Qualification Testing (Attachment 0001 - SOW section 3.2.6.7.2) at the Government Lab (Attachment 0001 - SOW section 3.2.3) and Performance Verification Testing (Attachment 0001 - SOW section 3.2.6.7.3) at the first DoD location (Attachment 0001 - SOW section 3.2.4.4.3)

(ii) VOLUME II Cost/Price - The Offeror shall input all information required in section J Attachment 0006 - Pricing Model which will contain the total evaluated price.

The volume shall be organized into the following sections:

- (1) Electronic Cop: Electronic links are only permissible within the Cost Volume. If files contain links, the links must be intact and maintained through all revisions. The Offeror shall not include pivot tables in Excel spreadsheets.
- (2) Failure to comply with the RFP requirements for Cost information may result in an adverse assessment of an Offerors proposal and reduce or eliminate its chance of being selected for award. Offerors shall ensure that the information presented in this volume is consistent and correlates with the information contained in the other proposal volumes. Also, the Offeror shall ensure that the information submitted in this volume is consistent with and fully supports the amounts set forth in the SF33 and continuation sheets.
- (3) General Instructions In accordance with Federal Acquisition Regulation (FAR) 15.402 and 15.403-1, certified cost or pricing data are not required based on the fact that adequate competition is expected for this procurement. Information other than certified cost or pricing data may be provided in contractor format providing that sufficient information is made available. Information submitted shall be prepared following the instruction in FAR 15.403-5. If after receipt of proposals the Contracting Officer determines that there is insufficient information available to determine price reasonableness and none of the exceptions at FAR 15.403-1 apply, the Offeror may be required to submit cost or pricing data. Additionally, in the event that adequate competition is not obtained, the Contracting Officer may incorporate FAR 52.215-20 entitled, Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data, into the solicitation and request a Certificate of Current Cost or Pricing Data. There are no page limitations for this volume. Proposal information included in this volume which is not directly related to Cost will be disregarded.

Travel: For the purposes of evaluation, the contractor shall use the Government provided numbers for TRAVEL: \$2.05M for the 2 year base period, \$1.61M for Option Year 1, \$1.7M for Option Year 2, \$1.9M for Option Year 3, and \$2.1M for Option Year 4. (Submission of a breakout of travel is not required). The contractor shall submit the Plug-in amount exclusive of any applied indirect costs. The contractor shall provide, in the Cost Methodology document, any applicable indirect charges in accordance with their disclosed accounting practices on the travel plug numbers for informational purposes only. In no case shall fee be applied to travel costs by either the prime or subcontractor. The Travel estimate plus the applicable indirect charges will be included in any resultant Delivery Order on separate Cost Only (No Fee) CLINs. All Subcontractor travel costs shall be submitted using the same restrictions.

(iii) VOLUME III Past Performance This volume shall contain past performance information regarding similar contracts. This volume shall not exceed 25 pages, excluding Past Performance Questionnaire Forms. Offerors shall submit Government and/or commercial contracts for the prime Offeror and each major subcontractor in performance or awarded during the past five (5) years, from the issue date of this RFP, which are relevant to the efforts required by this solicitation. Offerors shall provide no more than three (3) contract references for the prime contractor and no more than two (2) contract references for each major subcontractor. The Government will only consider the past performance of each entity, and will not consider the past performance of individual employees. Entity is defined as the Prime Contractor and all major subcontractors. Major subcontractors is defined as a subcontractor performing 20% or more of the total task order value. Where prior relevant experience is under a broader Blanket Purchase Agreement (BPA) or Indefinite-Delivery/Indefinite-Quantity (IDIQ)-type contract, Offerors must not just cite the broader BPA or IDIQ contract. Rather, include the specific individual work directives/task/delivery orders which the Offeror considers to be reflective of relevant prior experience.

Relevant efforts are defined as services/efforts that are the same as or similar to the effort (as compared to North American Industry Classification System (NAICS) code 541512-Computer Systems Design Services) required by the RFP. For the purposes of this source selection, relevance is defined as efforts with scope including COTS integration and fielding to 5-10 Federal Government Installations per year at an annual contract value of \$10M-\$15M. Data concerning the Offeror shall be provided first, followed by each proposed major subcontractor, in alphabetical order. The Offeror shall also submit the written consent of its major subcontractors to allow the disclosure of its subcontractors past performance information to the Offeror. In addition, letters of commitment shall be included for all major subcontractors for their past performance to be considered. This volume shall be organized into the following sections:

(1) Section 1 Contract Descriptions This section shall include the following information in the following format.

- (a) Contractor/Subcontractor place of performance, CAGE Code and DUNS Number. If the work was performed as a subcontractor, also provide the name of the prime contractor and Point of Contact (POC) within the prime contractor organization (name, and current address, e-mail address, and telephone and fax numbers).
- (b) Government contracting activity, and current address, Procuring Contracting Officers name, e-mail address, telephone and fax numbers.



<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b>  W909MY-23-R-0002  <b>PIIN/SIIN</b> <b>MOD/AMD 0002</b></p>	<p align="right"><b>Page 17 of 25</b></p>
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**Name of Offeror or Contractor:**

(c) Governments technical representative/Contracting Officers Representative and current email address, telephone and fax numbers.

(d) Government contract administration activity and the Administrative Contracting Officers name, and current e-mail address, telephone and fax number.

(e) Government contract administration activitys Pre-Award Monitors name, and current e-mail address, telephone and fax numbers.

(f) Contract Number and, in the case of Indefinite Delivery type contracts, GSA contracts, and Blanket Purchase Agreements, include Delivery Order Numbers.

(g) Contract Type (specific type such as Fixed-Price (FP), Cost Reimbursement (CR), Time & Material (T&M), etc.). In the case of Indefinite Delivery contracts, indicate specific type (Requirements, Definite Quantity, and Indefinite Quantity) and secondary contract type (FP, CR, T&M, etc.).

(h) Awarded price/cost.

(i) Final or projected final price/cost.

(j) Original delivery schedule, including dates of start and completion or work.

(k) Final or projected final, delivery schedule, including dates of start, and completion of work.

(2) Section 2 Past Performance Offerors shall provide a specific narrative explanation of each contract listed in Section 1, Contract Description, describing the objectives achieved and detailing how the effort is relevant to the requirement of this RFP.

(a) For any contracts that did not/do not meet original schedule or technical performance requirements, provide a brief explanation of the reason(s) for the shortcomings and any corrective action(s) taken to avoid recurrence. The Offerors shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary. All Requests for Deviation and Requests for Waiver shall be addressed with respect to causes and corrective actions. The Offerors shall also provide copy of any Cure Notices or Show Cause Letters received on each contract listed and a description of any corrective action implemented by the Offeror or proposed subcontractor. The Offerors shall indicate if any of the contracts listed were terminated and the type and reasons for the termination.

(b) For all contracts, the Offeror shall provide data on all manufacturing warranty returns. Data shall delineate total number of warranty returns, number of Could Not Duplicate (CND), number of failures attributable to Government Furnished Equipment (GFE), and number and nature of failures attributable to the Offerors delivered product.

(3) Section 3 Subcontracts Offerors shall provide an outline of how the effort, required by the RFP, will be assigned for performance within the Offerors corporate entity and among the proposed subcontractors. The information provided for the prime Offeror and each proposed major subcontractor must include the entire company name, company address, CAGE Code, DUNS Number and type of work to be performed by citing the applicable Government PWS subparagraph number. Major subcontractors is defined as a subcontractor who will be providing critical hardware/services or whose subcontract is for 20% or more of the total proposed cost/price. This section will further include written consent of major subcontractors to allow the disclosure of their subcontractors past performance information to the Offeror. In addition, letters of commitment shall be included for all major subcontractors.

If subcontractor experience is submitted as part of the proposal, the Offeror shall attach a commitment signed by the Offeror and subcontractor certifying that if a contract is awarded, the parties commit to joint performance as proposed (excluded from page count). If the signed commitment is not fully executed by both parties and provided with the Past Performance Proposal, subcontractor references will not be evaluated or considered. For other affiliates, to include but not limited to, affiliate companies, sister companies, teaming arrangements, and joint venture agreements, the Offeror shall include a copy of the signed arrangement, such as documented affiliation, a copy of the teaming agreement, or a copy of the joint venture agreement (excluded from page count). The primary offering entity must demonstrate that the affiliate will perform significant and critical aspects of the contract if awarded.

(4) Section 4 New Corporate Entities New corporate entities may submit data on prior contracts involving its offices and employees. However, in addition to the other requirements in this section, the Offeror shall discuss in detail the role performed by such persons in the prior contracts cited. Information should be included in the files described in the sections above. Letters of Commitment shall be included in the proposal for these employees in order to be considered.

(5) Past Performance Questionnaire For all contracts identified in Section 1, Contract Descriptions, a Past Performance Questionnaire must be completed and submitted. The Offeror shall complete Part I of the Past Performance Questionnaire and e-mail the questionnaire to both the Government contracting activity and technical representative responsible for the past/current contract. The POCs shall be instructed to electronically complete Part II of the questionnaire and e-mail the entire questionnaire to the Contracting Office no

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> W909MY-23-R-0002 <b>PIIN/SIIN</b>	<b>Page 18 of 25</b> <b>MOD/AMD 0002</b>
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**Name of Offeror or Contractor:**

later than the proposal due date, to danny.w.lester.civ@army.mil. The Offeror shall e-mail to the Contracting Officer a list of all the POCs who were sent a questionnaire. The Government must receive this list no later than the proposal due date. The POC List shall be submitted in Word for Windows

Table Format to include the following fields: Solicitation Number; Company Name; Contract Number; Government Agency; POC Last Name, First Name; POC Title; POC Telephone Number; POC E-mail Address; and Date E-Mail to POC 16-FEB-2023.

(6) Submissions Offerors are discouraged from providing points of contact with another contractors facility, i.e., in case an Offeror (or one of his/her team members) is in a subcontract with another contractor who has submitted a proposal on the same requirement. Offerors shall provide and submit the prime contract number and all Governmental agency POCs in lieu of subcontract numbers or prime contract POCs in situations as described above.

(7) Small Business Participation Past Performance All Offerors shall submit information substantiating the Offerors past performance in complying with FAR 52.219-8, Utilization of Small Business Concerns, maximizing opportunities for U.S. small business subcontractors. Offerors shall also provide a statement indicating whether any negative information has been reported in the past six years concerning the Offerors past compliance with FAR 52.219-8. If any such negative information has been reported, the Offeror may submit explanations or comments responding to such negative information. Offerors with no prior contracts containing FAR 52.219-8 shall certify the same.

(iv) VOLUME IV Small Business Participation

(1) All Offerors (both large and small businesses) are required to complete a Small Business Participation Proposal, consisting of a SBPP

Narrative, completion of the Small Business Participation Commitment Document (Attachment (0007)), and a Small Business Subcontracting Plan (other than small businesses only). Offerors shall propose the level of participation of small businesses (as a small business prime and/or small business subcontractors) in the performance of the acquisition relative to the objectives/goals set forth in the evaluation of this area.

The Offeror shall provide following information in the following format:

(a) Identify the appropriate size and categories for the PRIME Offeror only, selecting one or more of the applicable descriptions: Large Prime, Historically Black Colleges or Universities and Minority Institutions (HBCU/MI); or Small Business Prime (also categorized as a Small Disadvantaged Business (SDB)), Woman-Owned Small Business (WOSB), Historically Underutilized Business Zone (HUB Zone) Small Business, Veteran Owned Small Business (VOSB), Service Disabled Veteran Owned Small Business (SDVOSB).

(b) Submit the total combined percentage of work to be performed by both large and small businesses (include the percentage of work to be performed both by Prime and Subcontractors): Note: When Combined Large and Small Business Total shall equal 100%

(i) Total Percentage / Dollar Value planned for Large Business (es)

(ii) Total Percentage / Dollar Value planned for Small Business(es)

(c) Indicate the total percentage of participation to be performed by each type of subcategory small business as well as overall Small Business percentage. The percentage of work performed by Small Businesses that qualify in multiple small business categories may be counted in each category:

- (i) Small Disadvantaged Business Percentage
- (ii) HUB Zone Small Business Percentage
- (iii) Woman-Owned Small Business Percentage
- (iv) Service Disabled Veteran Owned SB Percentage
- (v) Veteran Owned Small Business Percentage
- (vi) HBCU/MI Percentage

(d) Identify name of the company and the principle type of supplies/services to be performed by Small Businesses (Example: If a Small Business qualifies also as a WOSB and a SDVOSB, and you can add them to each category below in which they qualify):

- (i) Small Business (SB)
- (ii) Small Disadvantaged Business (SDB)
- (iii) Woman-Owned Small Business (WOSB)
- (iv) Historically Underutilized Business Zone (HUB Zone)
- (v) Service Disabled Veteran Owned SB (SDVO)
- (vi) Veteran Owned Small Business (VOSB)
- (vii) Historically Black Colleges and Universities and Minority Institutions (HBCU/MI)

Offerors shall demonstrate compliance with the items in Volume IV by completing Attachment 0007, Small Business Participation Commitment Document.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> W909MY-23-R-0002 <b>PIIN/SIIN</b>	<b>Page 19 of 25</b> <b>MOD/AMD 0002</b>
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**Name of Offeror or Contractor:**

(2) The Offeror shall demonstrate small business participation by detailing its proposed approach to meet the requirements under the Small Business Participation factor by addressing the following areas in its Small Business Participation Commitment Document:

(a) Proposed Small Business Participation Plan in performance of the potential contract (applies to both Other Than Small Businesses and Small Businesses)

(b) Commitment to Small Business

(i) Payment Procedures (applies to both Other Than Small Businesses and Small Businesses)

(ii) Compliance with Small Business Subcontracting Plans (applies to Other Than Small Businesses only)

(3) Commitment to Small Business. Describe the extent of commitment to use small businesses (for example, what types of commitments, if any, are in place for this specific acquisition either small business prime, written contract, verbal, enforceable, non-enforceable, joint venturing, mentor-prot'e9g'e9, etc.)

(a) The Offeror shall include a written statement of its established procedures to ensure timely payments to small business subcontractors IAW FAR 52.219-8, Utilization of Small Business Concerns (for those contracts under which it was required within the past three years from the closing date of this Solicitation). If not required in any recent contracts, the Offeror shall so state.

(b) For Other than Small Businesses ONLY. Compliance with terms and conditions of FAR 52.219-9, Small Business Subcontracting Plan (if required on recent contracts). The Other than Small Business Offeror shall provide three Individual Subcontracting Reports (ISRs) for recent contracts (within the past three years from the closing date of this Solicitation) that required a subcontracting plan utilizing the Electronic Subcontracting Reporting System (eSRS) IAW FAR 52.219-9(d)(10)(iv). If not required in any recent contracts, the Offeror shall so state. If the Offeror has less than three recent contracts, the Offeror shall provide the most recent ISR for each contract it has, and state that the Offeror does not have three recent contracts. If awarded a contract, the Offeror shall submit the ISR(s) included in their proposal, and/or the Summary Subcontract Report (SSR), using the eSRS tool at <http://www.esrs.gov> IAW FAR 52.219-9(1). Offerors shall comply with parts 2 & 3 of Volume IV by submission of a Small Business Participation Plan Narrative and/or a Small Business Subcontracting Plan, as applicable.

(v) VOLUME V SOLICITATIONS, OFFER AND AWARD DOCUMENTS AND CERTIFICATIONS/REPRESENTATIONS

Certifications and Representations Each Offeror shall complete (fill-in and signatures) the solicitation sections indicated below using the file (without modification to the file) provided with the RFP. An authorized official of the firm shall sign the SF 33 and all certifications requiring original signature. An Acrobat PDF file shall be created to capture the signatures for submission.

Section A Standard Form 33 (SF 33), Solicitation, Offer and Award

Section G Contract Administration Data

Section K Representations, Certification and Other Statements of Offerors

Solicitations, Offer and Award Documents anCertifications/Representations shall not be addressed separately from that submitted in VOLUME V SOLICITATIONS, OFFER AND AWARD DOCUMENTS AND CERTIFICATIONS /REPRESENTATIONS

\*\*\* END OF NARRATIVE L0001 \*\*\*

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b> W909MY-23-R-0002</p> <p> <span style="float: left;">PIIN/SIIN</span> <span style="float: right;">MOD/AMD 0002</span> </p>	<p style="text-align: right;"><b>Page 20 of 25</b></p>
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**Name of Offeror or Contractor:**

SECTION M - EVALUATION FACTORS FOR AWARD

BASIS FOR AWARD

The award will be made based on the best overall (i.e., best value tradeoff) proposal that is determined to be the most beneficial to the Government, with appropriate consideration given to the four (4) evaluation factors: (Technical, Cost/Price, Past Performance, and Small Business Participation) and three (3) Technical subfactors (Management & Engineering; Sample Task Multiple, Simultaneous Installation Fieldings; and Sample Task Engineering Change Proposal (ECP) Execution). The Technical factor is significantly more important than the Cost/Price factor, which is more important than the Past Performance and Small Business Participation factors combined. To receive consideration for award, a rating of no less than Acceptable must be achieved for the Technical factor (to include both Sub-factors) and the Small Business Participation factor. Additionally, any other than small business Offeror must have an acceptable Small Business Subcontracting Plan to receive an award in accordance with FAR 19.702(a). Offerors will be cautioned that the award may not necessarily be made to the lowest cost offered. All Non-Priced Factors combined are more important than Cost/Price.

FACTORS AND SUB-FACTORS TO BE EVALUATED

The following Evaluation Factors and Sub-factors will be used to evaluate each proposal: an Award will be made to the Offeror whose proposal is most advantageous to the Government based upon an integrated assessment of the evaluation factors and Sub-factors described below. The Government reserves the right to make award based upon the Cost/Price factor in the event that the Technical and Past Performance evaluation results of all the Offerors proposals are substantially the same.

Factor 1: Technical

The Technical factor is further divided into the following Sub-factors:

- a. Sub-factor 1 Management & Engineering approach
- b. Sub-factor 2 Sample Task - System Fielding
- c. Sub-factor 3 - Sample Task - ECP Execution

Sub-factor 1 is more important than Sub-factor 2 and 3. Sub-factor 2 is more important than Sub-factor 3.

Evaluation of the Offerors proposal shall address each paragraph of the SOW. A detailed explanation of the criteria for the evaluation is set forth below in the Evaluation Approach. During evaluation of each proposal, the Government will assign each Technical Sub-factor an adjectival rating and write a narrative evaluation reflecting the identified findings.

Factor 2: Cost/Price: The resulting award will be an IDIQ contract. Price reasonableness will be utilized in the evaluation of the Firm-Fixed Price effort.

Factor 3: Past Performance: Each Offerors past performance will be reviewed to determine relevancy and confidence assessment.

Factor 4. Small Business Participation: Each Offerors level and degree of commitment to utilize small business in execution of the requirement will be evaluated.

EVALUATION APPROACH

All proposals shall be evaluated by the Source Selection Team (SST).

1. The overarching evaluation approach for all factors and Sub-factors is as follows:

- a. Adequacy of Response (Applicable to all Factors) The proposal will be evaluated to determine whether the Offeror's methods and approach have adequately and completely considered, defined, and satisfied the requirements specified in the RFP. The proposal will be evaluated to determine the extent to which each requirement has been addressed in the proposal in accordance with the proposal submission section of the RFP.
- b. Feasibility of Approach [Applicable to both the Technical Factor (Factor #1) and Past Performance Factor (Factor #3)] The proposal will be evaluated to determine the extent to which the proposed approach is workable and the end results achievable. The proposal will be evaluated to determine the extent to which successful performance is contingent upon proven devices and techniques. The proposal will be evaluated to determine the extent to which the Offeror is expected to be able to successfully complete the proposed tasks and technical requirements within the required schedule.

2. The Technical factor is divided into the following Sub-factors:

Sub-factor 1: This Sub-factor evaluates the Offerors proposed Management and Engineering approach (Attachment 0001 - SOW section 3.2)

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b> W909MY-23-R-0002</p> <p> <b>PIIN/SIIN</b> <span style="float: right;"><b>MOD/AMD</b> 0002</span> </p>	<p style="text-align: right;"><b>Page 21 of 25</b></p>
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**Name of Offeror or Contractor:**

for the basic contract period and all option years. Marginal levels of overall Management and Engineering approach could indicate a lack of understanding concerning mission requirements and may result in the entire proposal receiving an unfavorable rating and/or being eliminated from the competitive range. The evaluation will focus on the Offerors:

- a) Program Management approach (Attachment 0001 - SOW section 3.2.5) to include:
  - Approach to meeting the technical performance requirements in the P-Spec.
  - Scheduling/Fielding Strategy demonstrating their ability to meet all requirements within the six-year period of performance.
  - Resource Allocation during surge activities related to multiple, simultaneous site installations.
- b) Systems Engineering (Attachment 0001 - SOW section 3.2.6), Risk and Configuration Management (Attachment 0001 - SOW section 3.2.6.8.1) processes and approach for establishing, utilizing, and integrating the existing AIE-3.4 baseline configuration hardware and software; to include proven organizational and Agile processes addressing change management and capability enhancements.
- c) Cybersecurity approach (Attachment 0001 - SOW section 3.2.2) to executing and maintaining the Risk Management Framework requirements of the contract Statement of Work (SOW), specifically sections regarding RMF (Attachment 0001 - SOW section 3.2.2.1) ATO (Attachment 0001 - SOW section 3.2.2.4), and STIG activities (Attachment 0001 - SOW section 3.2.2.2).
- d) How the proposed system design accommodates open architecture and future performance upgrades (with minimal impact to the overall system design) (Attachment 0001 - SOW section 3.1).
- e) Approach to simultaneously address the CLS (Attachment 0001 - SOW section 3.2.7.1.1) and sustainment requirements (Attachment 0001 - SOW section 3.2.8) of multiple installations.

Sub-factor 2: This Sub-factor evaluates the Offerors to the following Sample Task - System Fielding:

- a) Offerors proposed approach will be evaluated for execution of four simultaneously awarded fielding Delivery Orders that direct the installation (Attachment 0001 - SOW section 3.2.4) of the AIE system at two small Army installations, one medium Army Installation, and one large Army Installation (four Installations total) IAW the Statement of Work (SOW).
- b) The following information from each Offeror's proposed approach will be evaluated:
  - Approach to procurement, storage, and transportation of system components ((Attachment 0001 - SOW section 3.2.7.1.12).
  - Resources (material), labor categories and hours, schedule, and infrastructure/bandwidth challenges
  - Program Management and Qualification processes (Attachment 0001 - SOW sections 3.2.5 & 3.2.6).
  - Cybersecurity compliance process (Attachment 0001 - SOW section 3.2.2).
  - Methods of improving efficiencies

Sub-factor 3: This Subfactor evaluates the Offerors approach to the following Sample Task ECP Execution:

- a) Offerors proposed approach will be evaluated for meeting the requirements of a Delivery Order RFP that requires the insertion of new vehicle lane cameras (to capture the front and back of the vehicle) that will result in an ECP (Attachment 0001 - SOW section 3.2.6.4) to the current AIE baseline.
- b) Offerors technical solution for integrating with AIE to provide forensic evidence to support law enforcement activities and conform to the requirements described in Attachment 0002 - System Performance Specification, Section 3.7.3.
- c) The following information from each Offeror's proposed approach will be evaluated:
  - Program Management and SE processes (to include prototype, test, qualification of a design suitable for ECP approval) (Attachment 0001 - SOW sections 3.2.3, 3.2.5, & 3.2.6).
  - Resources (material), labor hours/categories
  - Proposed baseline changes (HW/SW) and cybersecurity impacts (Attachment 0001 - SOW section 3.2.2).
  - Methods of improving efficiencies

Definitions

Deficiency is a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increasees the risk of unsuccessful contract performance to an unacceptable level. See FAR 15.001.

Strength is an aspect of an offeror's proposal with merit or will exceed specified performance or capability requirements to the advantage of the Government during contract performance.

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b>  W909MY-23-R-0002  <b>PIIN/SIIN</b> <b>MOD/AMD</b> 0002</p>	<p style="text-align: center;"><b>Page 22 of 25</b></p>
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**Name of Offeror or Contractor:**

Weakness means a flaw in the proposal that increases the risk of unsuccessful contract performance. See FAR 15.001.

Significant Strength is an aspect of an Offeror's proposal with appreciable merit or will exceed specified performance or capability requirements to the considerable advantage of the Government during contract performance

Significant Weakness in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance. See FAR 15.001.

Uncertainty is any aspect of a non-cost/price factor proposal for which the intent of the offer is unclear (e.g., more than one way to interpret the offer or inconsistencies in the proposal indicating that there may have been an error, omission, or mistake).

In accordance with the Army Source Selection Supplement (AS3), Section 3.1, the Army methodology for evaluating Technical Approach and Related Risk is the Combined Technical/Risk Rating, (see Table 1 below). The combined technical/risk rating includes consideration of risk in conjunction with the strengths, significant strengths, weaknesses, significant weaknesses, uncertainties, and deficiencies in determining technical ratings.

TABLE 1 COMBINED TECHNICAL/RISK RATINGS

Blue Outstanding

Proposal demonstrates an exceptional approach and understanding of the requirements and contains multiple strengths and/or at least one significant strength, and risk of unsuccessful performance is low.

Purple Good

Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength or significant strength, and risk of unsuccessful performance is low to moderate.

Green Acceptable

Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.

Yellow Marginal

Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.

Red Unacceptable

Proposal does not meet requirements of this solicitation and, thus, contains one or more deficiencies and is unawardable, and/or risk of performance is unacceptably high.

Factor 2: Cost/Price

Adjectival ratings shall not be used for Offerors Cost/Price proposals. The Government will fully evaluate all priced CLINs for the initial two (2) year base and each of the four (4) option year ordering periods for award. For award purposes, the total proposed price for all CLINs will be added together into a total sum. The evaluation of all option CLINs for the initial two (2) year base and each of the four (4) option year ordering periods will not obligate the Government to exercise any option for more than the minimum order. The Offerors Cost/Price proposal will be evaluated as follows.

The contract price proposal will be evaluated for completeness, fair and reasonableness, and balance. Price reasonableness is a matter of competitiveness of the Offeror's proposal, considering price. The Government will conduct price and technical analysis to evaluate each Offerors pricing information in terms of completeness and reasonableness.

Significant inconsistencies between the Technical Proposal and the Price Proposal, if unexplained, may be grounds for proposal rejection. The Government will evaluate each proposal in accordance with its content and not assume performance will include areas not specified in the Offeror's proposal.

FFP Evaluation For a price to be fair and reasonable, it must represent a price to the Government that a prudent person would pay in the conduct of competitive business. The Offerors proposed fixed-price CLINs may be evaluated, using one or more of the techniques described in FAR 15.404-1 in order to determine if they are fair and reasonable.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> W909MY-23-R-0002 <b>PIIN/SIIN</b>	<b>Page 23 of 25</b> <b>MOD/AMD 0002</b>
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**Name of Offeror or Contractor:**

Overall Cost/Price Proposal Evaluation The overall Cost/Price proposal evaluation will include the following:

- 1) Compliance: The Cost/Price proposal submitted by the Offeror will be evaluated for compliance based upon the submission requirements contained in Section L for Cost/Price instructions. All pricing fields must be completed in the Price Model or the Proposal may be deemed non-compliant and removed from the competitive range.
- 2) Unbalanced Pricing: The Offerors overall Cost/Price proposal will be evaluated for unbalanced pricing as defined in FAR 15.404-1(g). An offer may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the Government (see FAR 15.404-1(g)(1) through FAR 15.404-1(g)(3)).
- 3) Errors: The Offerors Cost/Price proposal will be reviewed for errors. The Offeror may be given an opportunity to clarify certain aspects of their proposal at the sole discretion of the Contracting Officer.
- 4) Business Systems: The Government will verify the adequacy of the Offerors business systems.
- 5) Total Evaluated Price: The Total Evaluated Price consists of summing the extended prices for all CLINs for all periods in the Offerors proposed fixed-price CLIN Price Model. In accordance with FAR 52.217-8, Option to Extend Services, a 6 month extension will be included for evaluation purposes.

Factor 3: Past Performance The Government will evaluate the Offerors record of past and current performance to ascertain the probability of successfully performing the required efforts of the SOW.

- a. Evaluation of past performance shall be in accordance with this plan utilizing the forms and questionnaires set forth in Appendix D in the Army Source Selection Supplement (AS3).
- b. The Government will focus its inquiries on the Offerors (and major subcontractors) record of performance as it relates to all solicitation requirements, including cost, schedule, performance, management of subcontractors and compliance with FAR 52.219-8, Utilization of Small Business Concerns, and FAR 52.219-9, Small Business Subcontracting Plan. Major subcontractors is defined as a subcontractor performing 20% or more of the total task order value. A significant achievement, problem, or lack of relevant data in any element of the work can become an important consideration in the evaluation process. Therefore, Offerors will be reminded to include the most recent and relevant efforts (within the past five (5) years) in their proposal. Absent any recent and relevant past performance history or when the performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned, the Offeror will be assigned a neutral confidence rating and its proposal will not be evaluated either favorably or unfavorably on past performance. The Government may use data provided by the Offeror in its proposal and data obtained from other sources, including data in Government files or data obtained through interviews with personnel familiar with the contractor and their current and past performance under Federal, State or Local government or commercial contracts for same or similar services as compared to the NAICS code 541512 Computer Systems Design Services.
- c. Offerors shall submit all Government and/or commercial contracts for the prime Offeror and each major subcontractor in performance or awarded during the past five (5) years, from the issue date of this RFP, which are relevant to the efforts required by this RFP. The Government may consider a wide array of information from a variety of sources but is not compelled to rely on all of the information available.
- d. The past performance factor considers each Offerors demonstrated recent and relevant record of performance in supplying products and services that meet the contract requirements. There are three aspects to the past performance evaluation: recency, relevancy, and quality.
  - (i) RECENCY: The Government will evaluate each past performance example to ensure it occurred in whole or in part within the last five years from the date of proposal. If the example is not recent, the example will not be evaluated further. The Government will then evaluate all recent past performance examples to ensure that all together span at least three years within the last five years from the date of proposal; the three years do not need to be consecutive. If the recent examples do not span at least three of the last five years, the proposal will receive a neutral past performance rating.
  - (ii) RELEVANCY: The second aspect is to determine how relevant a recent effort accomplished by the Offeror is to the effort to be acquired through the source selection. Relevancy is not separately rated; however, the following criteria (see Table 2) will be used to establish what is relevant which shall include similarity of service/support, complexity, dollar value, contract type, and degree of subcontract/teaming.

TABLE 2 - Past Performance Relevancy Ratings

<u>Rating</u>	<u>Definition</u>
Very Relevant	Present/past performance effort involved essentially

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">W909MY-23-R-0002</p> <p> <b>PIIN/SIIN</b> <span style="float: right;"><b>MOD/AMD</b> 0002</span> </p>	<p style="text-align: right;"><b>Page 24 of 25</b></p>
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**Name of Offeror or Contractor:**

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

(iii) QUALITY ASSESSMENT: The third aspect assesses the overall quality of the Offerors past performance. Documented results from Past Performance Questionnaires, interviews, Contractor Performance Assessment Reporting System (CPARS), and other sources form the support and basis for this assessment.

e. Performance Confidence Assessment: Utilize the Performance Confidence Assessment (see Table 3 below) to select the most appropriate confidence level for each Offeror. Ensure the rationale for the conclusions reached are included.

TABLE 3 - Performance Confidence Assessments

<u>Rating</u>	<u>Definition</u>
Substantial Confidence	Based on the Offeror's recent/relevant performance record, the Government has a high expectation that the Offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the Offeror's recent/relevant performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort.
Neutral Confidence	No recent/relevant performance is available or the Offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The Offeror may not be evaluated favorably or unfavorably on the factor of past performance.
Limited Confidence	Based on the Offeror's recent/relevant performance record, the Government has a low expectation that the Offeror will successfully perform the required effort.
No Confidence	Based on the Offeror's recent/relevant performance record, the Government has no expectation that the Offeror will be able to successfully perform the required effort.

Factor 4: Small Business Participation IAW Defense FAR Supplement

(DFARS) 215.304(c)(i), the extent to which Offerors identify and commit to small business performance of the contract shall be evaluated. Offerors shall submit a Small Business Participation Commitment Document (SBPCD), which specifies the Offerors level and degree of commitment to small business utilization/participation in performance of this requirement. An SBPCD, Attachment 0007, is required from all Offerors, including companies with commercial plans and comprehensive subcontracting plans. The Government will evaluate the following:

- a) The extent to which such firms, as defined in FAR Part 19, are specifically identified in proposals;
- b) The extent of commitment to use such firms (and enforceable commitments will be considered more favorably than non-enforceable ones);
- c) Identification of the complexity and variety of the work small firms are to perform;
- d) The extent past performance is in compliance with FAR 52.219-8 Utilization of Small Business, FAR 52.219-9 Small Business Subcontracting Plan, and maximizing opportunities for U.S. Small Business Subcontractors.

All prime offerors, including small businesses, submitting a proposal are required to meet or exceed the Minimum Quantitative Requirement(s) (MQRs) relative to the total contract value, or provide an explanation as to why any of the specific goals cannot be achieved, as follows: NOTE: For example, a participation plan that reflects {1%} of the contract value for WOSB would also count towards the overall Small Business Goal; and percentages for SDVOSB would also count towards VOSB.

Small Business (SB): 18%



Name of Offeror or Contractor:

Small Disadvantaged Business (SDB): 5.0%  
Women Owned Small Business (WOSB): 1.1%  
HUBZone-Certified Small Business (HUBZone): 3.0%  
Veteran-Owned Small Business (VOSB): 0.5%  
Service-Disabled Veteran-Owned Small Business (SDVOSB): 0.5%  
Historically Black Colleges & Universities / Minority Institutions (HBCU/MI): %0

Small business prime Offerors may achieve small business participation (meet or exceed MQR) through their own performance/participation as a prime and also through subcontracting to other small businesses. All Offerors are required to submit Small Business Participation Commitment Documents IAW the instructions in Section L. The contractor shall report actual achievement of small business participation results on a periodic basis and shall discuss performance in achieving their small business commitments/requirements.

As part of the source selection evaluation, and in order to receive a rating of Acceptable (see table below), an Offerors Small Business Participation Plan (SBPP), Attachment 0007 - SBPCD and any other supporting narratives, as required, shall demonstrate a feasible approach in meeting the aforementioned small business goals, or explain why any goal cannot be reached. Small business prime contractors will be given credit for their own small business participation.

Each Other Than Small Business Offeror shall provide a Small Business Subcontracting Plan that contains all the elements required by the FAR Clause 52.219-9, Small Business Subcontracting Plan. This plan shall be submitted separately from the Small Business Participation Plan information required above, which applies to both large and small businesses. The Subcontracting Plan is not a requirement for evaluation in the source selection, but rather, a requirement for award to a large business and it will be negotiated, as required, and incorporated into any resultant contract. Evaluation of the Small Business Participation Plan will be performed on an acceptable / unacceptable basis IAW FAR 52.219-8. The Offerors Small Business Subcontracting Plan shall be reviewed IAW with FAR 52.219-9 and AFARS Appendix DD and will be negotiated with any apparent offeror(s) (for other than SBs) at time of contract award.

TABLE 4 Small Business Ratings

Rating	Description
Acceptable	Proposal indicates an adequate approach and understanding of the small business objectives.
Unacceptable	Proposal does not meet the small business objectives.

DISCUSSIONS

1. Please note that it is the intent of the Government to award without discussions. However, the right to conduct discussions is reserved by the Government.
2. In accordance with FAR 15.306(d), discussion sessions will be conducted with all Offerors in the competitive range. Offerors in the competitive range will be allowed a minimum of 10 calendar days to submit Final Proposal Revisions.
3. DISCUSSION SCHEDULING The Contracting Officer will schedule discussion sessions and each Offeror will be notified of the time and place at least 10 business days prior to their discussion session. Appropriate security clearances should be provided by the Offerors in sufficient time to process the requests. The Contracting Officer will provide additional instructions with the notification.

\*\*\* END OF NARRATIVE M0001 \*\*\*