# SOLICITATION, OFFER AND AWARD

| 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | RATING | PAGE 1 OF PAGES 50 |
|---|---|---|
| | | |

| 2. CONTRACT NO. | 3. SOLICITATION NO. | 4. TYPE OF SOLICITATION | 5. DATE ISSUED | 6. REQUISITION/PURCHASE NO. |
|---|---|---|---|---|
| | W912HQ24R0015 | [ ] SEALED BID (IFB)<br>[X] NEGOTIATED (RFP) | 08 Oct 2024 | |

| 7. ISSUED BY | 8. ADDRESS OFFER TO (If other than Item 7) |
|---|---|
| CODE W912HQ<br>USACE HUMPHREYS ENGR CTR SPT ACTIVITY<br>ATTN: CEHEC-CT,<br>7701 TELEGRAPH ROAD<br>ALEXANDRIA VA 22315-3860<br>TEL:<br>FAX: | CODE<br>See Item 7<br>TEL:<br>FAX: |

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

## SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in electronic submission required until 04:30 PM (Hour) local time 08 Nov 2024 (Date)

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

| 10. FOR INFORMATION CALL: | A. NAME | B. TELEPHONE (Include area code) (NO COLLECT CALLS) | C. E-MAIL ADDRESS |
|---|---|---|---|
| | DAVID A KAPLAN | 703-428-8487 | David.A.Kaplan@usace.army.mil |

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## OFFER (Must be fully completed by offeror)

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):

| AMENDMENT NO. | DATE | AMENDMENT NO. | DATE |
|---|---|---|---|
| | | | |
| | | | |

| 15A. NAME AND ADDRESS OF OFFEROR | CODE | FACILITY | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) |
|---|---|---|---|
| | | | |

| 15B. TELEPHONE NO (Include area code) | 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. | 17. SIGNATURE | 18. OFFER DATE |
|---|---|---|---|
| | ☐ | | |

## AWARD (To be completed by Government)

| 19. ACCEPTED AS TO ITEMS NUMBERED | 20. AMOUNT | 21. ACCOUNTING AND APPROPRIATION |
|---|---|---|
| | | |

| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) | ITEM |
|---|---|---|
| ☐ 10 U.S.C. 2304(c)( ) ☐ 41 U.S.C. 253(c)( ) | | |

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

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

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

Section B - Supplies or Services and Prices

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---|---|---|---|---|---|
| 0001 | | 1 | Job | | |
| | Labor - Base Year<br>FFP<br>The Contractor shall provide Analytical and Professional Support Services in accordance with the Performance Work Statement (PWS) entitled "Navigation and Civil Works Data Analysis and System Support Professional Services".<br>FOB: Destination<br>PSC CD: R499 | | | | |
| | | | | MAX NET AMT | |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---|---|---|---|---|---|
| 0002 | | 1 | Job | | |
| | Other Direct Costs - Base Year<br>COST<br>Other Direct Costs (ODC) for items including but not limited to materials and commercial computer applications and tools, will be negotiated prior to issuance of individual Task Orders.<br>FOB: Destination<br>PSC CD: R499 | | | | |
| | | | | MAX COST | |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---|---|---|---|---|---|
| 0003 | | 1 | Job | | |

Travel Costs - Base Year
COST
Travel will be negotiated prior to issuance of individual Task Orders. In accordance with FAR 31.205-46, travel costs, if applicable, shall be reimbursed at rates not to exceed the maximum locality per diem rates (the combination of lodging, meals and incidentals) in effect at the time of travel, as set forth in the Federal Travel Regulations, Joint Travel Regulation and Standard Regulations, Section 925, as applicable. All air travel must be booked on American-flagged carriers, unless otherwise directed by the Contracting Officer. The appropriate Government Official, Quality Assurance Personnel or Contracting Officer shall approve travel. All invoices for travel shall be accompanied by supporting receipts. Travel requirements will be negotiated prior to issuance of individual Task Orders. This is a non-fee/profit bearing line item.
FOB: Destination
PSC CD: R499

MAX COST

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---|---|---|---|---|---|
| 1001<br>OPTION | | 1 | Job | | |

Labor - Option Year 1
FFP
The Contractor shall provide Analytical and Professional Support Services in accordance with the Performance Work Statement (PWS) entitled "Navigation and Civil Works Data Analysis and System Support Professional Services".
FOB: Destination
PSC CD: R499

MAX
NET AMT

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---|---|---|---|---|---|
| 1002 | | 1 | Job | | |
| OPTION | Other Direct Costs - Option Year 1<br>COST<br>Other Direct Costs (ODC) for items including but not limited to materials and commercial computer applications and tools, will be negotiated prior to issuance of individual Task Orders.<br>FOB: Destination<br>PSC CD: R499 | | | | |
| | | | | MAX COST | |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---|---|---|---|---|---|
| 1003 | | 1 | Job | | |
| OPTION | Travel Costs - Option Year 1<br>COST<br>Travel will be negotiated prior to issuance of individual Task Orders. In accordance with FAR 31.205-46, travel costs, if applicable, shall be reimbursed at rates not to exceed the maximum locality per diem rates (the combination of lodging, meals and incidentals) in effect at the time of travel, as set forth in the Federal Travel Regulations, Joint Travel Regulation and Standard Regulations, Section 925, as applicable. All air travel must be booked on American-flagged carriers, unless otherwise directed by the Contracting Officer. The appropriate Government Official, Quality Assurance Personnel or Contracting Officer shall approve travel. All invoices for travel shall be accompanied by supporting receipts. Travel requirements will be negotiated prior to issuance of individual Task Orders. This is a non-fee/profit bearing line item.<br>FOB: Destination<br>PSC CD: R499 | | | | |
| | | | | MAX COST | |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---|---|---|---|---|---|
| 2001<br>OPTION | Labor - Option Year 2<br>FFP<br>The Contractor shall provide Analytical and Professional Support Services in accordance with the Performance Work Statement (PWS) entitled "Navigation and Civil Works Data Analysis and System Support Professional Services".<br>FOB: Destination<br>PSC CD: R499 | 1 | Job | | |
| | | | | MAX NET AMT | |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---|---|---|---|---|---|
| 2002<br>OPTION | Other Direct Costs - Option Year 2<br>COST<br>Other Direct Costs (ODC) for items including but not limited to materials and commercial computer applications and tools, will be negotiated prior to issuance of individual Task Orders.<br>FOB: Destination<br>PSC CD: R499 | 1 | Job | | |
| | | | | MAX COST | |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---|---|---|---|---|---|
| 2003<br>OPTION | Travel Costs - Option Year 2<br>COST<br>Travel will be negotiated prior to issuance of individual Task Orders. In accordance with FAR 31.205-46, travel costs, if applicable, shall be reimbursed at rates not to exceed the maximum locality per diem rates (the combination of lodging, meals and incidentals) in effect at the time of travel, as set forth in the Federal Travel Regulations, Joint Travel Regulation and Standard Regulations, Section 925, as applicable. All air travel must be booked on American-flagged carriers, unless otherwise directed by the Contracting Officer. The appropriate Government Official, Quality Assurance Personnel or Contracting Officer shall approve travel. All invoices for travel shall be accompanied by supporting receipts. Travel requirements will be negotiated prior to issuance of individual Task Orders. This is a non-fee/profit bearing line item.<br>FOB: Destination<br>PSC CD: R499 | 1 | Job | | |
| | | | | MAX COST | |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---|---|---|---|---|---|
| 3001<br>OPTION | Labor - Option Year 3<br>FFP<br>The Contractor shall provide Analytical and Professional Support Services in accordance with the Performance Work Statement (PWS) entitled "Navigation and Civil Works Data Analysis and System Support Professional Services".<br>FOB: Destination<br>PSC CD: R499 | 1 | Job | | |
| | | | | MAX NET AMT | |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---|---|---|---|---|---|
| 3002 | | 1 | Job | | |
| OPTION | Other Direct Costs - Option Year 3<br>COST<br>Other Direct Costs (ODC) for items including but not limited to materials and commercial computer applications and tools, will be negotiated prior to issuance of individual Task Orders.<br>FOB: Destination<br>PSC CD: R499 | | | | |
| | | | | MAX COST | |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---|---|---|---|---|---|
| 3003 | | 1 | Job | | |
| OPTION | Travel Costs - Option Year 3<br>COST<br>Travel will be negotiated prior to issuance of individual Task Orders. In accordance with FAR 31.205-46, travel costs, if applicable, shall be reimbursed at rates not to exceed the maximum locality per diem rates (the combination of lodging, meals and incidentals) in effect at the time of travel, as set forth in the Federal Travel Regulations, Joint Travel Regulation and Standard Regulations, Section 925, as applicable. All air travel must be booked on American-flagged carriers, unless otherwise directed by the Contracting Officer. The appropriate Government Official, Quality Assurance Personnel or Contracting Officer shall approve travel. All invoices for travel shall be accompanied by supporting receipts. Travel requirements will be negotiated prior to issuance of individual Task Orders. This is a non-fee/profit bearing line item.<br>FOB: Destination<br>PSC CD: R499 | | | | |
| | | | | MAX COST | |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---|---|---|---|---|---|
| 4001<br>OPTION | Labor - Option Year 4<br>FFP<br>The Contractor shall provide Analytical and Professional Support Services in accordance with the Performance Work Statement (PWS) entitled "Navigation and Civil Works Data Analysis and System Support Professional Services".<br>FOB: Destination<br>PSC CD: R499 | 1 | Job | | |
| | | | | MAX NET AMT | |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---|---|---|---|---|---|
| 4002<br>OPTION | Other Direct Costs - Option Year 4<br>COST<br>Other Direct Costs (ODC) for items including but not limited to materials and commercial computer applications and tools, will be negotiated prior to issuance of individual Task Orders.<br>FOB: Destination<br>PSC CD: R499 | 1 | Job | | |
| | | | | MAX COST | |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---|---|---|---|---|---|
| 4003<br>OPTION | Travel Costs - Option Year 4<br>COST<br>Travel will be negotiated prior to issuance of individual Task Orders. In accordance with FAR 31.205-46, travel costs, if applicable, shall be reimbursed at rates not to exceed the maximum locality per diem rates (the combination of lodging, meals and incidentals) in effect at the time of travel, as set forth in the Federal Travel Regulations, Joint Travel Regulation and Standard Regulations, Section 925, as applicable. All air travel must be booked on American-flagged carriers, unless otherwise directed by the Contracting Officer. The appropriate Government Official, Quality Assurance Personnel or Contracting Officer shall approve travel. All invoices for travel shall be accompanied by supporting receipts. Travel requirements will be negotiated prior to issuance of individual Task Orders. This is a non-fee/profit bearing line item.<br>FOB: Destination<br>PSC CD: R499 | 1 | Job | | |
| | | | | MAX COST | |

## CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

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

| MINIMUM QUANTITY | MINIMUM AMOUNT | MAXIMUM QUANTITY | MAXIMUM AMOUNT |
|---|---|---|---|
| | $2,500.00 | | $49,905,262.00 |

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

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

| MINIMUM QUANTITY | MINIMUM AMOUNT | MAXIMUM QUANTITY | MAXIMUM AMOUNT |
|---|---|---|---|
| | $2,500.00 | | $10,000,000.00 |

CLIN MINIMUM/MAXIMUM QUANTITY AND CLIN VALUE

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

| CLIN | MINIMUM QUANTITY | MINIMUM AMOUNT | MAXIMUM QUANTITY | MAXIMUM AMOUNT |
|---|---|---|---|---|
| 0001 | | $2,500.00 | | $49,327,262.00 |
| 0002 | | $1.00 | | $40,000.00 |
| 0003 | | $1.00 | | $40,000.00 |
| 1001 | | $2,500.00 | | $49,327,262.00 |
| 1002 | | $1.00 | | $40,000.00 |
| 1003 | | $1.00 | | $40,000.00 |
| 2001 | | $2,500.00 | | $49,327,262.00 |
| 2002 | | $1.00 | | $40,000.00 |
| 2003 | | $1.00 | | $40,000.00 |
| 3001 | | $2,500.00 | | $49,327,262.00 |
| 3002 | | $1.00 | | $40,000.00 |
| 3003 | | $1.00 | | $40,000.00 |
| 4001 | | $2,500.00 | | $49,327,262.00 |
| 4002 | | $1.00 | | $40,000.00 |
| 4003 | | $1.00 | | $40,000.00 |

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

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

| CLIN | MINIMUM QUANTITY | MINIMUM AMOUNT | MAXIMUM QUANTITY | MAXIMUM AMOUNT |
|---|---|---|---|---|
| 0001 | | $2,500.00 | | $10,000,000.00 |
| 0002 | | $1.00 | | $40,000.00 |
| 0003 | | $1.00 | | $40,000.00 |
| 1001 | | $2,500.00 | | $10,000,000.00 |
| 1002 | | $1.00 | | $40,000.00 |
| 1003 | | $1.00 | | $40,000.00 |
| 2001 | | $2,500.00 | | $10,000,000.00 |
| 2002 | | $1.00 | | $40,000.00 |

| | | |
|---|---|---|
| 2003 | $1.00 | $40,000.00 |
| 3001 | $2,500.00 | $10,000,000.00 |
| 3002 | $1.00 | $40,000.00 |
| 3003 | $1.00 | $40,000.00 |
| 4001 | $2,500.00 | $10,000,000.00 |
| 4002 | $1.00 | $40,000.00 |
| 4003 | $1.00 | $40,000.00 |

PRICE SCHEDULE - LABOR RATES

The price for each task order will be negotiated prior to issuance in accordance with the labor categories and the fully burdened labor rates as stated in the price schedule. The labor rates are binding on all future Task Orders. Offerors may propose discounted rates from the proposed rates. Offerors shall propose labor rates for each labor category on Attachment 5. The rates proposed on Attachment 5 will be populated by the Government upon award of the contract into the table below. The labor rates in the table below shall be binding labor rates that may not be exceeded.

| Labor Category | Base Year | Option Year 1 | Option Year 2 | Option Year 3 | Option Year 4 |
|---|---|---|---|---|---|
| Sr. Principal Investigator | | | | | |
| Program Manager | | | | | |
| Project Manager | | | | | |
| Cybersecurity, Software Engineer (Sr.) | | | | | |
| Artificial Intelligence Engineer | | | | | |
| IT , AIS, Cloud, Information Systems Engineer | | | | | |
| Cybersecurity, Software Engineer | | | | | |
| Software Technician | | | | | |
| Web Technician | | | | | |
| Engineer | | | | | |
| Senior Economist | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| Scientist/Social Scientist | | | | | |
| Planner | | | | | |
| Technical Editor | | | | | |
| Data Technician | | | | | |

The Contractor shall furnish all necessary personnel required to perform the work in accordance with their Proposal dated [insert date of contractor's proposal] and the Proposal dated [insert date] is hereby incorporated by reference. Contractor shall use the labor rates in this schedule to price all task orders and task order modifications issued throughout the life of the contract. The labor rates in this schedule are the ceiling rates. The contractor may use labor rates that are lower than the ceiling rates. Contractor shall not exceed the negotiated ceiling rates.

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT

See Attachment 1 – Performance Work Statement

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
|---|---|---|---|---|
| 0001 | Destination | Government | Destination | Government |
| 0002 | Destination | Government | Destination | Government |
| 0003 | Destination | Government | Destination | Government |
| 1001 | Destination | Government | Destination | Government |
| 1002 | Destination | Government | Destination | Government |
| 1003 | Destination | Government | Destination | Government |
| 2001 | Destination | Government | Destination | Government |
| 2002 | Destination | Government | Destination | Government |
| 2003 | Destination | Government | Destination | Government |
| 3001 | Destination | Government | Destination | Government |
| 3002 | Destination | Government | Destination | Government |
| 3003 | Destination | Government | Destination | Government |
| 4001 | Destination | Government | Destination | Government |
| 4002 | Destination | Government | Destination | Government |
| 4003 | Destination | Government | Destination | Government |

CLAUSES INCORPORATED BY FULL TEXT

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

## DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | DODAAC / CAGE |
|---|---|---|---|---|
| 0001 | POP 01-MAR-2025 TO 28-FEB-2026 | N/A | INSTITUTE FOR WATER RESOURCES<br>NO CONTACT IDENTIFIED<br>7701 TELEGRAPH ROAD<br>ALEXANDRIA VA 22315<br>N/A<br>FOB: Destination | W26HM4 |
| 0002 | POP 01-MAR-2025 TO 28-FEB-2026 | N/A | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination | W26HM4 |
| 0003 | POP 01-MAR-2025 TO 28-FEB-2026 | N/A | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination | W26HM4 |
| 1001 | POP 01-MAR-2026 TO 28-FEB-2027 | N/A | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination | W26HM4 |
| 1002 | POP 01-MAR-2026 TO 28-FEB-2027 | N/A | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination | W26HM4 |
| 1003 | POP 01-MAR-2026 TO 28-FEB-2027 | N/A | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination | W26HM4 |
| 2001 | POP 01-MAR-2027 TO 29-FEB-2028 | N/A | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination | W26HM4 |
| 2002 | POP 01-MAR-2027 TO 29-FEB-2028 | N/A | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination | W26HM4 |
| 2003 | POP 01-MAR-2027 TO 29-FEB-2028 | N/A | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination | W26HM4 |
| 3001 | POP 01-MAR-2028 TO 28-FEB-2029 | N/A | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination | W26HM4 |
| 3002 | POP 01-MAR-2028 TO 28-FEB-2029 | N/A | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination | W26HM4 |
| 3003 | POP 01-MAR-2028 TO 28-FEB-2029 | N/A | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination | W26HM4 |
| 4001 | POP 01-MAR-2029 TO 28-FEB-2030 | N/A | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination | W26HM4 |

| | | | | |
|---|---|---|---|---|
| 4002 | POP 01-MAR-2029 TO 28-FEB-2030 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | W26HM4 |
| 4003 | POP 01-MAR-2029 TO 28-FEB-2030 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | W26HM4 |

CLAUSES INCORPORATED BY REFERENCE

| | | |
|---|---|---|
| 52.242-15 | Stop-Work Order | AUG 1989 |
| 52.242-17 | Government Delay Of Work | APR 1984 |

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.204-7006 Billing Instructions--Cost Vouchers MAY 2023

CLAUSES INCORPORATED BY FULL TEXT

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

CONTRACTING OFFICER AUTHORITY

Only a warranted Contracting Officer, acting within their delegated limits, has the authority to issue modifications or otherwise change the terms and conditions of this contract. If an individual other than the Contracting Officer attempts to make changes to the terms and conditions of this contract you shall not proceed with the change and shall immediately notify the Contracting Officer.

(End of clause)

GOVERNMENT RESERVED RIGHTS

The Government reserves the right to approve contractor recommended changes in technical personnel during the life of the contract.

(End of clause)

MINIMUM GUARANTEE / IDIQ

The resulting IDIQ contract(s) include a base ordering period of one-year and four (4) one-year option periods. There is no guarantee that the option periods will be exercised on any or all of the awarded contracts. The minimum guaranteed order for each awardee is $5,000.00 for the base year only. The Contracting Officer is under no obligation to issue any task order(s) against this contract in excess of the minimum guarantee amount. Awarded contracts will share an estimated capacity of $49,902,262.00. The Government reserves the right to move unused capacity between CLINs and performance periods as necessary. The only authorized ordering office is the Humphreys Engineer Center Support Activity (HECSA).

(End of clause)

ORDERING PROCEDURES

ORDERING PROCEDURES

The Contractor will be required to provide services in accordance with this contract through the issuance of task orders. Each task order issued pursuant to the “Ordering” clause (FAR 52.216-18), shall be on a DD Form 1155, and will contain an individual task order number, by which the Contractor will identify the effort on all documentation, including, but not limited to, invoices, vouchers, correspondence and reports.

Prior to issuance of any task order over $2,500.00, the Government will transmit a Task Order Request for Proposal (TORFP) to the awardees based on the procedures in FAR 16.505(b), unless one of the exceptions in FAR 16.505(b)(2)(i) applies. After receipt of the TORFP for the individual task order, the contractor shall provide a proposal by a required date utilizing the labor categories and prices set forth in the IDIQ contract.

Each individual task order proposal must include a technical section and all price elements requested in the TORFP (i.e. labor and travel required for completion of the PWS). Based upon the proposals received, the Government will select the proposal based on tradeoff procedures determined to be the best value to the Government and a task order will be issued unilaterally.

No work shall be initiated by the contractor prior to receipt of the signed task order, unless otherwise authorized by the Contracting Officer. The work to be performed shall be in accordance with the written PWS attached to each task order.

(End of clause)

TASK ORDER OMBUDSMAN

In accordance with FAR 16.505 (B)(6), the head of the agency has designated a task-order contract ombudsman. The ombudsman must review complaints from contractors and ensure that they are afforded a fair opportunity to be considered, consistent with the procedures in the contract. The ombudsman is a senior agency official who is independent of the contracting officer and may be the agency's competition advocate.

Primary:
USACE Task Order Ombudsman

**Information to be provided at Time of Contract Award**

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

| | | |
|---|---|---|
| 52.202-1 | Definitions | JUN 2020 |
| 52.203-3 | Gratuities | APR 1984 |
| 52.203-5 | Covenant Against Contingent Fees | MAY 2014 |
| 52.203-6 | Restrictions On Subcontractor Sales To The Government | JUN 2020 |
| 52.203-7 | Anti-Kickback Procedures | JUN 2020 |
| 52.203-10 | Price Or Fee Adjustment For Illegal Or Improper Activity | MAY 2014 |
| 52.203-12 | Limitation On Payments To Influence Certain Federal Transactions | JUN 2020 |
| 52.203-13 | Contractor Code of Business Ethics and Conduct | NOV 2021 |
| 52.203-15 | Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 | JUN 2010 |
| 52.203-16 | Preventing Personal Conflicts of Interest | JUN 2020 |
| 52.203-19 | Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements | JAN 2017 |
| 52.204-9 | Personal Identity Verification of Contractor Personnel | JAN 2011 |
| 52.204-10 | Reporting Executive Compensation and First-Tier Subcontract Awards | JUN 2020 |
| 52.204-13 | System for Award Management Maintenance | OCT 2018 |
| 52.204-15 | Service Contract Reporting Requirements for Indefinite-Delivery Contracts | OCT 2016 |
| 52.204-18 | Commercial and Government Entity Code Maintenance | AUG 2020 |
| 52.204-21 | Basic Safeguarding of Covered Contractor Information Systems | NOV 2021 |
| 52.204-23 | Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities | DEC 2023 |
| 52.204-25 | Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment | NOV 2021 |
| 52.204-27 | Prohibition on a ByteDance Covered Application | JUN 2023 |
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment | NOV 2021 |
| 52.209-10 | Prohibition on Contracting With Inverted Domestic Corporations | NOV 2015 |
| 52.210-1 | Market Research | NOV 2021 |
| 52.215-2 | Audit and Records--Negotiation | JUN 2020 |
| 52.215-8 | Order of Precedence--Uniform Contract Format | OCT 1997 |
| 52.219-4 | Notice of Price Evaluation Preference for HUBZone Small Business Concerns | OCT 2022 |
| 52.219-8 | Utilization of Small Business Concerns | FEB 2024 |
| 52.219-9 Alt II | Small Business Subcontracting Plan (SEP 2023) Alternate II | NOV 2016 |
| 52.219-14 (Dev) | Limitations on Subcontracting (DEVIATION 2021-O0008) | FEB 2023 |
| 52.219-16 | Liquidated Damages-Subcontracting Plan | SEP 2021 |
| 52.219-28 | Post-Award Small Business Program Rerepresentation | FEB 2024 |
| 52.222-3 | Convict Labor | JUN 2003 |
| 52.222-19 | Child Labor -- Cooperation with Authorities and Remedies | FEB 2024 |
| 52.222-21 | Prohibition Of Segregated Facilities | APR 2015 |
| 52.222-26 | Equal Opportunity | SEP 2016 |
| 52.222-35 | Equal Opportunity for Veterans | JUN 2020 |
| 52.222-36 | Equal Opportunity for Workers with Disabilities | JUN 2020 |

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|---|---|---|
| 52.222-37 | Employment Reports on Veterans | JUN 2020 |
| 52.222-40 | Notification of Employee Rights Under the National Labor Relations Act | DEC 2010 |
| 52.222-50 | Combating Trafficking in Persons | NOV 2021 |
| 52.222-54 | Employment Eligibility Verification | MAY 2022 |
| 52.225-13 | Restrictions on Certain Foreign Purchases | FEB 2021 |
| 52.226-7 | Drug-Free Workplace | MAY 2024 |
| 52.226-8 | Encouraging Contractor Policies To Ban Text Messaging While Driving | MAY 2024 |
| 52.227-1 | Authorization and Consent | JUN 2020 |
| 52.227-2 | Notice And Assistance Regarding Patent And Copyright Infringement | JUN 2020 |
| 52.229-3 | Federal, State And Local Taxes | FEB 2013 |
| 52.229-11 | Tax on Certain Foreign Procurements--Notice and Representation | JUN 2020 |
| 52.229-12 | Tax on Certain Foreign Procurements | FEB 2021 |
| 52.232-1 | Payments | APR 1984 |
| 52.232-8 | Discounts For Prompt Payment | FEB 2002 |
| 52.232-9 | Limitation On Withholding Of Payments | APR 1984 |
| 52.232-11 | Extras | APR 1984 |
| 52.232-17 | Interest | MAY 2014 |
| 52.232-18 | Availability Of Funds | APR 1984 |
| 52.232-19 | Availability Of Funds For The Next Fiscal Year | APR 1984 |
| 52.232-20 | Limitation Of Cost | APR 1984 |
| 52.232-22 | Limitation Of Funds | APR 1984 |
| 52.232-23 | Assignment Of Claims | MAY 2014 |
| 52.232-25 | Prompt Payment | JAN 2017 |
| 52.232-33 | Payment by Electronic Funds Transfer--System for Award Management | OCT 2018 |
| 52.232-39 | Unenforceability of Unauthorized Obligations | JUN 2013 |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors | MAR 2023 |
| 52.233-1 | Disputes | MAY 2014 |
| 52.233-3 | Protest After Award | AUG 1996 |
| 52.233-4 | Applicable Law for Breach of Contract Claim | OCT 2004 |
| 52.237-3 | Continuity Of Services | JAN 1991 |
| 52.242-5 | Payments to Small Business Subcontractors | JAN 2017 |
| 52.242-13 | Bankruptcy | JUL 1995 |
| 52.243-1 Alt I | Changes--Fixed Price (Aug 1987) - Alternate I | APR 1984 |
| 52.243-2 Alt I | Changes--Cost-Reimbursement (Aug 1987) - Alternate I | APR 1984 |
| 52.244-6 | Subcontracts for Commercial Products and Commercial Services | FEB 2024 |
| 52.245-1 | Government Property | SEP 2021 |
| 52.245-9 | Use And Charges | APR 2012 |
| 52.246-25 | Limitation Of Liability--Services | FEB 1997 |
| 52.249-2 | Termination For Convenience Of The Government (Fixed-Price) | APR 2012 |
| 52.249-6 | Termination (Cost Reimbursement) | MAY 2004 |
| 52.249-8 | Default (Fixed-Price Supply & Service) | APR 1984 |
| 52.249-14 | Excusable Delays | APR 1984 |
| 252.203-7000 | Requirements Relating to Compensation of Former DoD Officials | SEP 2011 |
| 252.203-7001 | Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies | JAN 2023 |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights | DEC 2022 |

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|---|---|---|
| 252.203-7003 | Agency Office of the Inspector General | AUG 2019 |
| 252.203-7004 | Display of Hotline Posters | JAN 2023 |
| 252.204-7000 | Disclosure Of Information | OCT 2016 |
| 252.204-7003 | Control Of Government Personnel Work Product | APR 1992 |
| 252.204-7009 | Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information | JAN 2023 |
| 252.204-7012 | Safeguarding Covered Defense Information and Cyber Incident Reporting | MAY 2024 |
| 252.204-7015 | Notice of Authorized Disclosure of Information for Litigation Support | JAN 2023 |
| 252.204-7017 | Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation | MAY 2021 |
| 252.204-7018 | Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services | JAN 2023 |
| 252.204-7019 | Notice of NIST SP 800-171 DoD Assessment Requirements | NOV 2023 |
| 252.204-7020 | NIST SP 800-171 DoD Assessment Requirements | NOV 2023 |
| 252.205-7000 | Provision Of Information To Cooperative Agreement Holders | JUN 2023 |
| 252.209-7004 | Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism | MAY 2019 |
| 252.216-7009 | Allowability of Legal Costs Incurred in Connection With a Whistleblower Proceeding | DEC 2022 |
| 252.219-7003 | Small Business Subcontracting Plan (DOD Contracts) | DEC 2019 |
| 252.222-7006 | Restrictions on the Use of Mandatory Arbitration Agreements | JAN 2023 |
| 252.225-7012 | Preference For Certain Domestic Commodities | APR 2022 |
| 252.225-7048 | Export-Controlled Items | JUN 2013 |
| 252.225-7052 | Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten. | MAY 2024 |
| 252.225-7056 | Prohibition Regarding Business Operations with the Maduro Regime | JAN 2023 |
| 252.225-7057 | Preaward Disclosure of Employment of Individuals Who Work in the People's Republic of China | AUG 2022 |
| 252.225-7058 | Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China | JAN 2023 |
| 252.225-7059 | Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region - Representation | JUN 2023 |
| 252.225-7060 | Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region | JUN 2023 |
| 252.226-7001 | Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns | JAN 2023 |
| 252.227-7000 | Non-estoppel | OCT 1966 |
| 252.227-7013 | Rights in Technical Data--Other Than Commercial Products and Commercial Services | MAR 2023 |
| 252.227-7014 | Rights in Other Than Commercial Computer Software and Other Than Commercial Computer Software Documentation | MAR 2023 |
| 252.227-7016 | Rights in Bid or Proposal Information | JAN 2023 |
| 252.227-7030 | Technical Data--Withholding Of Payment | MAR 2000 |
| 252.227-7037 | Validation of Restrictive Markings on Technical Data | JAN 2023 |
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving Reports | DEC 2018 |
| 252.232-7007 | Limitation Of Government's Obligation | APR 2014 |
| 252.232-7010 | Levies on Contract Payments | DEC 2006 |
| 252.237-7010 | Prohibition on Interrogation of Detainees by Contractor Personnel | JAN 2023 |
| 252.243-7001 | Pricing Of Contract Modifications | DEC 1991 |

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| 252.243-7002 | Requests for Equitable Adjustment | DEC 2022 |
| 252.245-7003 | Contractor Property Management System Administration | APR 2012 |
| 252.245-7004 (Dev) | Reporting, Reutilization, and Disposal (DEVIATION 2022-O0006) | NOV 2021 |
| 252.245-7005 | Management and Reporting of Government Property | JAN 2024 |

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through 5 years after date of award (actual dates will be completed at time of contract award).

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

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

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

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

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

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

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

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

(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

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

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

(1) Any order for a single item in excess of $5,000,000.00;

(2) Any order for a combination of items in excess of $25,000,0000.00; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 18 months after the expiration date of the contract.

(End of clause)

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

52.219-7 NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE (NOV 2020)

(a) Definition. Small business concern, as used in this clause--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(2) Affiliates, as used in paragraph (a)(1) of this clause, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) Applicability. This clause applies only to contracts that have been partially set aside for small business concerns.

(c) General.

(1) A portion of this requirement, identified elsewhere in this solicitation, has been set aside for award to one or more small business concerns identified in 19.000(a)(3). Offers received from concerns that do not qualify as small business concerns shall be considered nonresponsive and shall be rejected on the set-aside portion of the requirement.

(2) Small business concerns may submit offers and compete for the non-set-aside portion and the set-aside portion.

(d) The Offeror shall--

**Submit one offer to include all portions for which it wants to compete.**

(e) Partial set-asides of multiple-award contracts.

(1) Small business concerns will not compete against other than small business concerns for any order issued under the part or parts of the multiple-award contract that are set aside.

(2) Small business concerns may compete for orders issued under the part or parts of the multiple-award contract that are not set aside, if the small business concern received a contract award for the non-set-aside portion.

(End of clause)

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

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

https://www.acquisition.gov/

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

https://www.acquisition.gov/

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

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

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

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

(End of clause)

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

| | | |
|---|---|---|
| 52.204-17 | Ownership or Control of Offeror | AUG 2020 |
| 52.204-19 | Incorporation by Reference of Representations and Certifications. | DEC 2014 |
| 52.204-24 | Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment | NOV 2021 |
| 52.204-26 | Covered Telecommunications Equipment or Services--Representation. | OCT 2020 |
| 52.209-2 | Prohibition on Contracting with Inverted Domestic Corporations--Representation | NOV 2015 |
| 52.209-7 | Information Regarding Responsibility Matters | OCT 2018 |
| 52.209-11 | Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law | FEB 2016 |
| 52.219-1 | Small Business Program Representations | FEB 2024 |
| 252.203-7005 | Representation Relating to Compensation of Former DoD Officials | SEP 2022 |
| 252.204-7007 | Alternate A, Annual Representations and Certifications | NOV 2023 |
| 252.204-7008 | Compliance With Safeguarding Covered Defense Information Controls | OCT 2016 |
| 252.204-7016 | Covered Defense Telecommunications Equipment or Services -- Representation | DEC 2019 |
| 252.204-7017 | Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation | MAY 2021 |
| 252.227-7017 | Identification and Assertion of Use, Release, or Disclosure Restrictions | JAN 2023 |
| 252.227-7028 | Technical Data or Computer Software Previously Delivered to the Government | JUN 1995 |

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

| | | |
|---|---|---|
| 52.204-7 | System for Award Management | OCT 2018 |
| 52.204-16 | Commercial and Government Entity Code Reporting | AUG 2020 |
| 52.204-17 | Ownership or Control of Offeror | AUG 2020 |
| 52.215-1 | Instructions to Offerors--Competitive Acquisition | NOV 2021 |
| 52.216-27 | Single or Multiple Awards | OCT 1995 |
| 52.222-24 | Preaward On-Site Equal Opportunity Compliance Evaluation | FEB 1999 |
| 252.204-7019 | Notice of NIST SP 800-171 DoD Assessment Requirements | NOV 2023 |

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an Indefinite Delivery, Indefinite Quantity (IDIQ) Multiple Award Task Order Contract (MATOC) with firm fixed price labor rates resulting from this solicitation. Individual task orders issued against this contract will be firm fixed price.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

US Army Corps of Engineers
Humphreys Engineer Center Support Activity
Attn: Douglas E. Pohlman and David A. Kaplan
7701 Telegraph Road
Alexandria, VA 22315

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

(End of provision)

SUBMISSION INSTRUCTIONS

## 1.0 GENERAL INSTRUCTIONS:

**1.1: Compliance.** This section provides a general guidance for preparing proposals as well as specific instructions on the format and content of the proposal. The Offeror's proposal must include all data and information requested in this section and must be submitted in accordance with these instructions. Any Offeror who submits an incomplete package may be considered ineligible for award. The proposal must be compliant with the requirements as stated in the PWS

(Attachment 1) and Appendices thereto. Non-conformance with the instructions provided in this section may result in unfavorable proposal evaluation.

**1.2: Proposal Submission**. Offerors shall submit proposals electronically to the following email addresses:

Mr. David A. Kaplan at email: David.A.Kaplan@usace.army.mil and

Mr. Douglas E. Pohlman at email: Douglas.E.Pohlman@usace.army.mil

The file name must contain the solicitation number W912HQ24R0015. File naming conventions are as follows: C03.0x (name of offeror) Volume (number) – W912HQ24R0015 dated yyyy.mmm.dd; i.e. C03.0x Kaplan Inc. Volume 1 – W912HQ24R0015 dated 2024.10.31

**Electronic submissions are required.** Failure to submit proposals by the closing time and date designated in Block 9 of the Standard Form 33 (SF33) may result in the proposal being deemed "late" and not considered for evaluation. See FAR 52.215-1 for rules concerning submission of offers and late proposals. Proposals will not be returned (except for timely withdrawals) but will be retained by the Government for official record purposes.

NOTE: Offerors proposal must be **received** by the Government at the time proposals are due. Merely transmitting prior to the time proposals are due can potentially result in a proposal arriving "late" thus ineligible for evaluation.

**1.3: Inquiries**. Offerors may submit inquires, questions or comments relating to this solicitation via email to David.A.Kaplan@usace.army.mil no later than 4:30PM US Eastern Daylight Time, Thursday 24 October 2024 with a copy furnished via email to Douglas.E.Pohlman@usace.army.mil. Questions received after this dated may or may not be answered. Email subject line shall read: "Solicitation No. W912HQ24R0015 Questions". **Questions must be submitted in MS Word**. Questions submitted in MS Excel will not be considered. The Government will consider all correspondence, but will not issue individual responses; instead, if appropriate, a solicitation amendment will be issued.

**1.4: Pre-Proposal Conference**. The Government will host a Pre-proposal Conference on Monday 21 October 2024 at 11:00AM US Eastern Dayligh Time. The Pre-proposal conference will be a virtual meeting in a format to be specified by the Government. All interest parties may attend the Pre-proposal Conference. Individual meetings with firms will not be scheduled. Voicemails with questions and/or requests for individual meetings will not receive a response. **If you are interested in participating in the pre-proposal conference, please inform the Points of Contact identified above in section 1.3. An invitation will then be sent to you.**

**1.5: Period of Acceptance for Offer**. The Offeror agrees to hold the prices in its offer firm for a minimum of 120 calendar days from the date specified for receipt of offers, as identified in block 8 of the solicitation.

## 2.0 PROPOSAL SUBMISSION REQUIREMENTS:

To evaluate proposals effectively and equitably, the Government must receive information sufficiently detailed and, effectively and equitably in the order, described below that clearly describe an Offeror's capabilities. It is the responsibility of the Offeror to submit complete proposal information and documents that are fully responsive to the submission requirements of the solicitation. Offerors are responsible for organizing submitted material sequentially under tabs and numbered pages to facilitate evaluation. Materials not organized under the appropriate tabs and in the sequence of subparagraphs set out below, may easily be overlooked during evaluations, possibly affecting an Offeror's rating.

Submit proposals in the format and quantities as indicated below. Proposals shall be comprised of seperate volumes, and submitted in electronic form, as indicated below.

**2.1: Organization.** Offerors shall organize their proposal into volumes as follows:

2.1.1: Volume 1 – Technical
- Factor 1 – Technical Understanding and Approach
- Factor 2 – Organizational Management, Structure and Key Personnel Availability

2.1.2: Volume 2 – Past Performance (see Attachment 2)

2.1.3: Volume 3 – Small Business Participation Plan (see Attachment 3)

2.1.4: Volume 4 – Price (See atachment 5)

2.1.5: Volume 5 – Administrative

**2.2: Format**. Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date and RFP number in the header and/or footer. A Table of Contents should be created using the Table of Content feature in MS Word. Documents 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"
Font Size – 12-point except for tables and illustrations
Font Style – a font with Serifs is preferred for body text (Times New Roman is preferred) and a font without Serifs is preferred for headings/headers (Arial is preferred)
- Spreadsheets, table, charts, etc. may be 11" x 17", but will count as two pages. Tables and illustrations may be landscape and may use a reduced font size of no less than 10-point.
- No price information may be included in Volumes 1, 2, 3 or 5.

The following additional instructions apply.

**2.3: File Packaging**. Files shall be in read-only format, using PDF files. All price breakdown information to aide in the cost/price evaluation shall be submitted in Microsoft Office Excel Read/Write format and viewable in Microsoft Excel (Microsoft Office 365).

The file name must contain the solicitation number W912HQ24R0015. File naming conventions are as follows: C03.0x (name of offeror) Volume (number) – W912HQ24R0015 dated yyyy.mmm.dd; i.e. C03.0x Kaplan Inc. Volume 1 – W912HQ24R0015 dated 2024.10.31

**2.4: Content Requirement**. The proposal must be prepared clearly and concisely to demonstrate that the Offeror has a complete understanding of the requirements. Offerors shall prepare proposals on the presumption that the Government has no previous knowledge of the Offeror's capabilities. Proposals will be evaluated only on the information specifically presented in respective submittals, with the exception of the Past Performance evaluations. When applicable, the Offeror shall cross reference to the solicitation by annotating the solicitation reference in parenthesis, (e.g., Sec C, para 4.0). Proposals must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making a false statement in proposals are prescribed in 18 U.S.C. §1001.

Offerors should submit their best proposal initially as the Government intends to make awards without discussions in accordance with FAR 52.215-1 (except clarifications, as described in FAR 15.306(a)). The Government reserves the right to conduct discussions, if deemed necessary. Each file of the proposal shall consist of a Table of Contents, Summary Section, and the Narrative discussion. Title pages and table of contents are not included in page counts. The Summary Section shall contain a brief abstract of the file. Proprietary information shall be clearly marked.

## 3.0 EVALUATION FACTORS

### 3.1: Volume I includes Factor 1 and Factor 2 described below and must not exceed 75 pages.

### 3.1.1: Factor 1 - Technical Understanding and Approach

Offerors shall submit a written narrative proposal which describes and demonstrates the offeror's Technical Understanding and Approach to satisfy the full scope of the support needs of IWR as outlined in Section 3 "Scope" and Section 4 "Performance Requirements" as written in the Performance Work Statement (PWS). The offeror shall submit documentation detailing the capabilities to be made available via the Offeror's multi-disciplinary staffing plan and their alignment with the Government's expressed needs.

### 3.1.2: Factor 2 - Organizational Management, Structure and Key Personnel Availability

Offerors shall submit a written narrative in their proposal which describes and demonstrates the Offeror's technical understanding and approach to satisfy the support needs of the USACE

Institute for Water Resources as outlined in the PWS (Attachment 1). Additionally, Offerors shall provide detailed information as to their approach to effectively staff, manage, and oversee the quality of work performed in fulfillment of needs expressed in the PWS (collectively "management approach"). Offerors shall summarize their staff capabilities in a staff-capabilities matrix that crosswalks capabilities of staff with needs outlined in Section 3 "Scope" and Section 4 "Performance Requirements". Offerors shall provide enough information to demonstrate a thorough understanding of time and personnel requirements, information on how the Offeror will meet programmatic deadlines, and information on how the Offeror will maintain the functions outlined in the PWS (Attachment 1).

The Offeror shall submit a management plan describing the Offeror's management approach. The management plan must describe the Offeror's staffing structure and include an organizational chart that clearly shows the management team and lines of authority and communication. The Offeror's management plan must demonstrate the Offeror's ability to maintain a low level of performance risk, demonstrate the Offeror's ability to adapt and respond to changes, and detail how the Offeror will provide effective customer service. The management plan must clearly establish a hierarchy, detail the responsibilities for its personnel, and provide a staffing plan that demonstrates its staff is available for, and capable of, fulfilling multiple task order requirements simultaneously, without degradation in the performance level of any of the tasks being performed under the task order(s) and while maintaining the required schedules in the task order(s).

Offerors shall propose the Key Personnel identified by the Government for this requirement and submit resumes demonstrating the appropriate education, knowledge, and experience. Resumes should include proposed job title, education, certifications held, special qualifications, and experience (listing the job title, specific duties, responsibilities, and the respective dates). Offerors shall propose a minimum of 1 Key Person for the following categories: Senior Principal Investigator, Program/Project Manager, Software Engineer, Cybersecurity Engineer, Data Scientist, Engineer, Scientist, for this requirement with adequate education (including certifications) and experience as detailed in the MATOC PWS. The Offeror shall submit letters of commitment for all key personnel. Deviations or substitutions will not be permitted after award unless approved in writing by the Contracting Officer or the Contracting Officer's Representative.

(End of Volume 1)

**3.2: Volume 2 includes Factor 3 – Past Performance and must not exceed 30 pages, excluding the Past Perfromance Questionnaire Forms.**

<u>3.2.1: General</u>**.** The Offeror that signs the SF33 shall provide its past performance information regarding recent and relevant efforts and the quality of those efforts to demonstrate accomplishments and capabilities to successfully perform and accomplish the effort required by this RFP.

The USACE Past Performance Questionnaire, included as Attachment 2, is provided for the offeror to submit to the client for each contract the Offeror includes in its proposal for this

Factor. Ensure correct phone numbers and e-mail addresses are provided for the client point of contact. Completed PPQs should be submitted with the offeror's proposal. If the offeror is unable to obtain a completed PPQ from a client for a contract(s) before proposal closing date, the offeror should complete and submit with the proposal the first page of the PPQ, which will provide contract and client information for the respective contract(s). The Offeror should follow-up with clients/references to ensure timely submittal of questionnaires.

If the client requests, questionnaires may be submitted directly to the Government's point of contact, Mr. David A. Kaplan at email: David.A.Kaplan@usace.army.mil with a copy furnished to the Contracting Officer, Mr. Douglas E. Pohlman at email: Douglas.E.Pohlman@usace.army.mil before the due date and time for proposal submission. Offerors shall not incorporate by reference into their proposal PPQs previously submitted for other Request for Proposals (RFP). However, this does not preclude the Government from considering previously submitted PPQ information in the past performance evaluation.

In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to past performance information retrieved through Contractor Performance Assessment Reporting System (CPARS), using all CAGE codes/DUNS numbers/SAM UEIs of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the offeror's proposal, inquiries of owner representative(s), Federal Awardees Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the Offeror.

While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete PPI rests with the offeror

There are three aspects to the past performance information to be submitted: (a) Recency, (b) Relevancy, (c) Quality. These three aspects to past performance will be used to determine the Offeror's rating for this Factor, which is known as a Confidence Assessment.

3.2.2: Recency. Past performance is considered "Recent" if the performance occurred within the last three (3) years.

3.2.3: Relevancy. The Offeror shall submit a minimum of three (3) and no more than five (5) examples of its most "recent" and "relevant" project efforts performed to demonstrate the Offeror's accomplishments on contracts similar to the effort required in this solicitation. If Offeror has major subcontractors (defined as performing more than 15% of the total effort), past performance must be submitted for each major subcontractor. For each "recent" and "relevant" project example, the Offeror shall furnish the information specified below. If the Offeror is submitting "task order type projects", each single task order project shall be submitted on a separate project data sheet. Do not combine tasks orders and present them as one entire project. As a minimum, provide the following information:

(1) Company Name
(2) Name of Project

(3) Location of Project
(4) Owner's Name and Owner's Point of Contact, (telephone, e-mail)
(5) General Scope of Project/Contract Work as it relates to the PWS of this solicitation, including project size, complexity, and any distinctive and/or unique features of the project)
(6) Offeror's Role (Prime, Subcontractor, Joint Venture Partner, etc.) and the type of work your company self-performed
(7) Contract Type (e.g., performance based, Firm-Fixed-Price, etc.)
(8) Contract Award Date (Month/Year); Completion Date of the Base Year: (Month/Year); Completion of option years (Month/Year)
(9) If this contract is being performed under an option year the completion date of the current option being performed: (Provide Month/Year)
(10) Contract Dollar Value - Base Year Price and Total Price (Base Year and all Options)
(11) Type and Extent of Work Subcontracted
(12) The Approach to the Operational Services
(13) How the Project was Managed (e.g., oversight, schedule, quality, property management, safety, etc.)
(14) Termination or Liquidated Damages Information (comments regarding any known performance deemed unacceptable to the customer or not in accordance with the contract terms and conditions)
(15) Contract Number (if providing information from a US Government contract)

The references should be provided in descended order, with the most relevant contracts appearing first.

3.2.3: Quality. The Offeror shall submit evidence of the quality of its past performance on the projects submitted. The Offeror shall provide a completed Contractor performance evaluation, whether annual or final, found in the Contractor Performance Assessment Rating System at website: www.cpars.gov. If a completed Contractor performance evaluation does not exist in CPARS (example, non-U.S. Government projects), the Offeror shall provide completed Past Performance Questionnaire (PPQ) (see Attachment 3). If, at time of evaluation, a completed Contractor performance evaluation exists in CPARS that conflicts with a submitted PPQ, the completed contractor performance evaluation will govern.

Completed CPARS or PPQs that were submitted in response to previous solicitations may be used in this source selection. However, Offerors shall not incorporate any CPARS or PPQs by merely referencing other proposals. A copy of the CPARS or PPQ must accompany the company effort submitted under Past Performance. While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate, and complete past performance information rests with the Offeror.

If an Offeror has been required to take corrective action for any substandard performance, other performance problems such as cost overruns, extended performance periods, numerous warranty calls, etc., the Offeror should explain the circumstances and the corrective actions taken.
It is the Offeror's responsibility to ensure that the project owner submits the PPQ and/or CPARS before the proposal due date. PPQ's and/or CPARS received after the proposal receipt date will

not be considered timely and will not be included in the evaluation of the Offeror's proposal. Offeror shall submit PPQs and/or CPARS with their proposals.

Any past performance surveys/assessment/evaluation forms, other than CPARS or the PPQ form provided as Attachment 2, are unacceptable submissions by the Offeror to evidence the quality of its past performance and will not be considered or evaluated.

3.2.4: Joint Venture Submission Requirements. Offerors submitting proposals as a Joint Venture (JV) shall obtain a SAM Unique ID number and be registered in the System for Award Management (SAM) as the offering Joint Venture. The Offeror must provide up to five (5) "recent", "relevant" projects either performed by the JV or by any partners in the joint venture that reflect the JV's ability to perform the work as required in the PWS. The partners to the joint venture in the aggregate must demonstrate the past performance necessary to perform the contract. The total submitted by the J/V will not exceed 5.

3.2.5: Verification of Past Performance. The Government reserves the right to verify the past performance record of cited projects (or other recent projects not submitted) by reviewing the Contractor Performance Assessment Rating System (CPARS), or other Government appraisal systems, or to interview owners or references. The Government may check any or all cited references to verify supplied information. An Offeror will be afforded the opportunity to reply to or explain adverse performance information which the Offeror has not previously had an opportunity to address.

(End of Volume 2)

**3.3: Volume 3 includes Factor 4 – Small Business Participation Plan and has no page limits.**

3.3.1: General. All Offerors are required to submit a small business participation plan (SBPP). Only other than small businesses will be required to submit both a SBPP and a small business subcontracting plan (described below).

All apparently successful offerors that are considered other than small businesses must submit an acceptable small business subcontracting plan in accordance with FAR 52.219-9 to be eligible for award. This is in addition to the small business participation plan (SBPP). Small business subcontracting plans will be required following notification to apparent successful offers that are other than small businesses.

The following mandatory goal is applicable to Small Business Subcontracting Plans: Small Businesses – 30% of total subcontracted dollars. The following supplementary goals are applicable to Small Business Subcontracting Plans: HUBZone – 3% of subcontracted dollars, SDVOSB – 3% of subcontracted dollars; SDB – 5% of subcontracted dollars; WOSB – 5% of subcontracted dollars.

3.3.2: Small Business Participation Plan (SBPP). All offerors are required to submit a SBPP document that demonstrates how US small business concerns, as defined in FAR Part 19, will have the maximum practicable opportunity to participate in contract performance and will be

evaluated based on the criteria outlined in Section M. The SBPP shall be incorporated into the resulting contract and shall contain all elements described below:

3.3.3: Small Business Participation Goals. Offerors shall use the following table format to provide the small business participation percentage for the contract in its entirety using **$49,902,262** as the estimate for the total contract value The work to be performed directly by a small business prime offeror shall be evaluated as Small Business Participation:

| BUSINESS CATGEGORY | PARTICIPATION PERCENTAGE PROPOSED | TOTAL DOLLARS BASED ON PARTICIPATION PERCENTAGE |
|---|---|---|
| Total Small Business (SB)* | % | $ |
| Small Disadvantaged Business (SDB) | % | $ |
| Woman Owned Small Business (WOSB) | % | $ |
| Veteran Owned Small Business (VOSB) | % | $ |
| Service-Disabled Veteran Owned Small Business (SDVOSB) | % | $ |
| Historically Underutilized Business Zone Small Business (HUBZone) | % | $ |

3.3.4: Subcontractor Table. Offerors are to identify the extent to which US small business concerns would be utilized as first-tier subcontractors in the performance of the proposed contract. US small business concerns are defined in FAR 19.001. Small business concerns may include SBs, SDBs, HUBZone SBs, WOSBs, VOSBs, and SDVOSBs. Offerors shall provide the information required under each column header using the following table format to support the overall goals proposed in paragraph (a) immediately above:

| Name | CAGE | Type(s) and Complexity of Work to be Performed (cite PWS paragraph) | SB Classification as identified in System for Award Management (SAM), or identify as other than small | % of commitment/work (based on total contract value) |
|---|---|---|---|---|
| Example Co. 1 | ABCDE | Design Qubits | Other than small | 43% |
| Sample Sub. 2 | FGHIJ | Security for Qubit | SDVOSB, VOSB, SB | 7% |
| | | | | |

Offerors shall provide information that identifies and supports the extent of commitment for use of proposed subcontractors that addresses enforceability and signed copies of teaming agreements with subcontractors listed in the Subcontractor Table above. All supporting documentation is excluded from the page count. Supporting documents will not be incorporated into any resulting contract.

3.3.4: Past Performance in Subcontracting Plans. Offerors which are both (1) other than US small business concerns as defined by the NAICS code (541618) applicable to this solicitation and (2) have had prior contracts requiring the submission of a subcontracting plan in accordance

with FAR 52.219-9 shall also provide documentation and information that illustrates compliance with the requirements of FAR 52.219-9 for the offeror's last five completed subcontracting plans that is consistent with the submitted FINAL ISR for the subcontracting plan in the below table format:

| Contract Number | Is Offeror Prime / Sub? | Total Contract Value | Total SB | | SDB | | SDVOSB | | WOSB | | HUBZone | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Achieved Goal | Goal | Achieved Goal | Goal | Achieved Goal | Goal | Achieved Goal | Goal | Achieved Goal | Goal |
| | | | | | | | | | | | | |
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| | | | | | | | | | | | | |
| | | | | | | | | | | | | |

Signed copies of the Individual Subcontracting Report shall be submitted in support of data provided in the past performance compliance table. If the offeror is a member of a Joint Venture (JV), the offeror shall only submit five (5) ISR reports total.

If the offeror has reported accomplishments against a Commercial or Comprehensive Subcontracting Plan or both, in lieu of or in addition to Individual or Master Plans, the Offeror shall submit a copy of the Plan to document the goals and the latest Summary Subcontract Report (SSR/SF 295) to document the goals and accomplishments.

If reports for a contract are not being submitted to eSRS, signed copies of the SF 294s can be submitted.

If the Offeror has not performed a contract that contained FAR 52.219-9 or DFARS 252.219-7004 within the prior three years from the RFP release date, the Offeror shall so state.

If the Offeror is itself a US small business concern under the NAICS code applicable to this solicitation (to include US small business concerns who are proposing as part of a joint venture or teaming arrangement), the Government will consider the Offeror's own portion of the work to be performed as Small Business Participation for purposes of this evaluation.

3.3.5: Subcontracting Plan. All other than US small business concerns as defined by the NAICS code applicable to this solicitation shall submit a subcontracting plan in accordance with FAR 52.219-9 utilizing the template included as Attachment 4. Subcontracting plans will be incorporated into any resultant contracts (See H001 Small Business Subcontracting Plan).

(End of Volume 3)

**3.4: Volume 4 includes Factor 5 – Price and has no page limits.**

Offerors shall propose labor rates for each labor category listed above in Section B. The labor rates must reflect differences in skills, complexity of various disciplines, and professional job difficulty. Labor rates proposed for the labor rate schedule (Section B) will be binding for the entire performance period of the IDIQ MATOC, including any continued performance exercised in accordance with 52.217-8 (if applicable). These rates will be populated by the Government into Section B when award of the IDIQ MATOCs is made. Offeror's labor rate price schedule must be submitted in the format of Attachment 5. The binding schedule must be signed as a PDF. The excel spreadsheet from Attachment 5 must be included to aid the price review team.

(End of Valume 4)

**3.5: Volume 5 includes Administrative Requirements and has no page limits.**

The Offeror shall submit the following in the manner indicated in the Proposal Submission Requirements:

3.5.1 Signed and dated Standard Form 33, acknowledging any and all amendments by completing Block 14 of the SF33

3.5.2 Complete Representation and Certifications contained at FAR Clause 52.204-8 and DFARS Clause 252.204-7007 or provide a copy from the Offeror's SAM registration

3.5.3 Joint Venture Agreement (if applicable): A small business joint venture offeror must submit, with its offer, the representation required in paragraph (c) of FAR solicitation provision 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services, and paragraph (c) of FAR solicitation provision 52.219-1, Small Business Program Representations, in accordance with 52.204-8(d) and 52.212-3(b) for the following categories: (A) Small business; (B) Service-disabled veteran-owned small business; (C) Women-owned small business (WOSB) under the WOSB Program; (D) Economically disadvantaged women-owned small business under the WOSB Program; or (E) Historically underutilized business zone small business.

3.3.4 Financial Statements: Provide the financial statement of the Offeror for the Offeror's most recent fiscal year, certified by an independent accounting firm, if practicable, or by an authorized officer of the organization. If the financial statement is more than 60 days old, a certificate must be attached stating that the company's financial condition is substantially the same or, if not the same, what changes have occurred. Offeror financial statements more than 2 years old from the date of release of this Request for Proposal will be excluded from consideration. Offeror financial statements will be treated as confidential by the Government.

3.3.5 Bank Information: Offeror, or responsible party of the JV if applicable, shall provide the following information regarding its current Banking Institution:

- Name
- Address
- Point of Contract

- Phone Number
- Email Address

(End of Volume 5)

EVALUATION CRITERIA

## 1.0 BASIS FOR AWARD

1.1: General. The MATOC awards will be made based on a determination of which proposals offer the best value to the Government that are determined to be the most beneficial to the Government, with appropriate consideration given to the five (5) evaluation factors: Factor 1 – Technical Understanding and Approach; Factor 2 – Organizational Management, Structure and Key Personnel Availability; Factor 3 – Past Performance; Factor 4 – Small Business Participation; and Factor 5 – Price.

**Factor 1 is more important than Factor 2 which is more important than Factor 3 which is more important than Factor 4. To receive consideration for award, a rating of no less than "Acceptable" must be achieved for Factor 1, Factor 2, and Factor 4. Additionally, a rating of no less than "Neutral Confidence" must be achieved for Factor 3.**

NOTE: ALL NON-PRICE FACTORS COMBINED ARE SIGNIFICANTLY MORE IMPORTANT THAN PRICE.

Award may not necessarily be made to the lowest price(s) offered. The Government reserves the right to accept other than the lowest price offer. The Government reserves the right to reject any and all offers.

1.2: Discussions. The Government intends to make awards without discussions in accordance with FAR 52.215-1. For this reason, the offeror's proposal must be complete and contain their most favorable terms. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. The proposal shall address and contain the information listed in Section L of the Solicitation. The information will be used by the Source Selection Evaluation Board (SSEB) to evaluate and rate each proposal.

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

## 2.0 EVALUATION APPROACH

All proposals shall be subject to evaluation by the Source Selection Evaluation Board (SSEB) as follows:

2.1: Adequacy of Response: Offeror proposals 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.

2.2: Feasibility of Approach: 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 methodologies and techniques. The proposal will be evaluated to determine the extent to which the offeror is expected to be able to successfully complete future task orders as required by the mission. Technical Factors (Factors 1, 2 and 4).

Proposals 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 methodologies and techniques. The proposal will be evaluated to determine the extent to which the Offeror is expected to be able to successfully complete the requirements specified in the PWS.

2.3: The Technical Factors Rating Scheme. The Technical Factors Rating Scheme, excerpted below, focuses on consideration of risk in conjunction with the strengths, significant strengths, weaknesses, significant weaknesses, uncertainties, and deficiencies in determining technical ratings of the offeror's proposal. The color rating depicts how well the offeror's proposal meets the technical factors' requirements. Factors 1, 2 and 4 will be rated using the following combined technical/risk adjectival ratings:

| COMBINED TECHNICAL/RISK RATING METHOD | | |
|---|---|---|
| Color Rating | Adjective Rating | Description of the Rating |
| **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 the solicitation, and thus, contains one or more deficiencies, and is unawardable, and/or risk of unsuccessful performance is unacceptably high. |

2.4: The Past Performance Rating Scheme. The past performance factor considers each offeror's demonstrated recent and relevant record of performance in supplying services that meet the contract requirements. There are three (3) aspects to the past performance evaluation: recency, relevancy, and quality which will lead to the rating for this factor known as the "performance confidence assessment":

2.4.1: Recency. The first aspect of the past performance evaluation is to assess the recency of the offeror's past performance. Recency is generally expressed as a period during which past performance references are considered relevant and is critical to establishing the relevancy of past performance information. For this acquisition, recency is defined as past performance references within the last three years as of the date of this solicitation release.

2.4.2: Relevancy. The second aspect of the past performance evaluation is to assess the offeror's past performance to determine how relevant a recent effort accomplished by the offeror is to the effort to be acquired through the source selection. Relevancy is not separately rated; however, the following criteria will be used to establish what is relevant, which shall include similarity of service/support, complexity; dollar value, contract type, and degree of subcontracting/teaming:

| PAST PERFORMANCE RELEVANCY RATINGS | |
|---|---|
| ADJECTIVE RATING | DESCRIPTION |
| VERY RELEVANT | Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires. |
| RELEVANT | Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires. |
| SOMEWHAT RELEVANT | Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires. |
| NOT RELEVANT | Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires. |

2.4.3: Quality. The third aspect of the past performance evaluation is to establish the overall quality of the offeror's past performance by determining how well the contractor performed on the recent and relevant contracts. The past performance evaluation conducted in support of this source selection does not establish, create, or change the existing record and history of the offeror's past performance on past contracts; rather, the past performance evaluation process gathers information from customers on how well the offeror performed those past contracts. Evaluators will review all past performance information collected and determine the quality of the offeror's performance, general trends, and usefulness of the information and incorporate these into the performance confidence assessment. A separate quality assessment rating is not required; rather, the past performance confidence assessment rating is based on the offeror's overall record of recency, relevancy, and quality of performance.

**2.4.4: Past Performance Confidence Assessment**. The final step is for the team to arrive at a single consensus performance confidence assessment for the offeror, selecting the most appropriate rating from the chart below. This rating considers the assessed quality of the relevant/recent efforts gathered.

| PAST PERFORMANCE CONFIDENCE ASSESSMENTS | |
|---|---|
| ADJECTIVE RATING | DESCRIPTION |
| SUBSTANTIAL CONFIDENCE | Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort. |
| SATISFACTORY CONFIDENCE | Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort. |

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

**2.5: Evaluation Criteria for Factor 1 - Technical Understanding and Approach**

The Offeror will be evaluated on their proposal submitted in response to their ability to successfully perform all the required tasks in the PWS provided as part of the solicitation (Attachment 1). Offeror's proposal must include a comprehensive discussion of understanding of the PWS requirements, and provide a detailed description of the Offeror's approach to addressing each that demonstrates an understanding of the technical expectations listed in the PWS regarding, but not limited to, the following: **Lock Performance Monitoring System; Dredging Information System; Notices to Navigation Interest Information System; Transportation Operations and Waterborne Statistics System;** Automated Information Systems; Artificial Intelligence and their government-internal and public-facing applications. The Offeror's proposal will be evaluated based on how it demonstrates the Offeror's capability to develop proposals for research, analysis, technical assistance, operational support, and training activities for addressing USACE's core mission areas of Navigation, Flood and Storm Damage Reduction, Aquatic Ecosystem Restoration, Emergency Management, Water Supply, Hydropower and Recreation.

The offeror's proposal will be evaluated to determine the offeror's understanding of support needs, including:

2.5.1. the approaches, methods, and techniques required to deliver research, analytical, technical, and operational support services for USACE data system, data management, and data analysis support for navigation and civil works missions and programs,

and;

2.5.2. contemporary issues, challenges, and opportunities for innovation in fulfilment of management and analytical needs described in Sections 3 "Scope" and 4 "Performance Requirements" of the PWS.

**2.6: Evaluation Criteria for Factor 2 - Organizational Management, Structure and Key Personnel Availability**

The Offeror's proposal will be evaluated on its ability to demonstrate a feasible management plan and organizational structure for efficient and effective accomplishment of work and services of the magnitude involved in this contract. The Offeror's organizational structure chart must demonstrate a clear hierarchy, delineate responsibilities, and establish overall coordination

between the contractor and the Government. The Offeror's proposal will be evaluated on the adequacy of the proposed work force required to respond to the fluctuating workloads and requirements in response to contract requirements. The Offeror must demonstrate sufficient technical and administrative facilities; and staff to accomplish and support the contract requirements.

The Offeror's proposal will be evaluated to the extent that it demonstrates availability of adequately qualified personnel, including the combined experience of the support personnel covering civil works water resources and navigation mission support functions and other tasks listed in PWS Section 3, and the appropriateness/applicability of education/expertise of key personnel. The Offeror's proposal will be evaluated for the extent to which it demonstrates availability and capacity to effectively manage/balance commitments of proposed staff to multiple tasks that might be performed simultaneously, in accordance with the Labor Categories identified in the PWS (Attachment 1). Key personnel resumes will be evaluated on their level of relevant education, experience, and qualifications.

The Offeror's Management Approach will be evaluated by the Government to determine the Offeror's capability to execute the work contemplated under this solicitation while providing excellent customer service, and their ability to meet the required performance schedule specified in the PWS (Attachment 1). The Offeror's Management Approach will be evaluated by reviewing the management plan submitted by the Offeror to determine the offeror's ability to reduce performance risk, ability to respond to changes, ability to provide customer service, and ability maintain the required schedules of performance on multiple tasks. The Offeror's management plan will be evaluated to determine if a clear hierarchy is achieved that clearly details and delineates responsibilities of the offeror's personnel, and the quality of the Offeror's staffing plan that demonstrates its staff is available for, and capable of, fulfilling multiple task order requirements simultaneously, without degradation in the performance level of any of the tasks being performed under the task order(s), and without any schedule delays.

**2.7: Evaluation Criteria for Factor 3 – Past Performance**

Offeror's past performance will be reviewed to determine recency, relevancy, and the quality of performance on the past contracts. A past performance confidence assessment rating will be assigned based on the offeror's overall record of recency, relevancy, and quality of performance.

The Government will evaluate the offeror's record of past and current performance to ascertain the probability of successfully performing the required efforts of the PWS. The offeror will be evaluated on past performance of the offeror's demonstrated recent and relevant record in providing services that meet contract requirements within these identified technical areas across USACE, other federal and state agencies and private sector firms. The offeror's past performance and experience in providing relevant technical and other study support for USACE, other Army Commands, other DOD or Federal agencies, state agencies, or private sector companies will also be considered.

The Government will evaluate the offeror's record of performance as it relates to solicitation requirements, including schedule, performance, and management of sub-contractors. The past

performance factor considers (a) Recency, (b) Relevant Company Effort and, (c) Quality of Past Performance for each offeror in providing services that meet contract requirements. These aspects will be considered by the government to assign a Confidence Rating to each offeror.

Offeror's performance history and references to demonstrate satisfactory performance will be evaluated for a maximum of five (5) prior or current contracts performed within the last three (3) years. References should also be provided for any anticipated subcontractor to be used. Offerors should provide the following:

• Reference: Name, Address, POC and phone numbers
• Contract Number, Value and Dates
• Description of the Contract Effort Relevant to this Solicitation

Offerors past performance will be evaluated on their performance under existing and prior efforts for similar services. Offerors may include an overall narrative explaining what aspects of the contract efforts are deemed relevant to the proposal effort, as well as significant accomplishments and difficulties. Offerors are responsible for the accuracy and completeness of all information and the government does not assume the responsibility for conducting research because of incorrect reference information of any kind. The Government will evaluate the Offeror's record of past and current performance within the last three (3) years to ascertain the probability of successfully performing the required efforts of the MATOC PWS.

The Government will focus its inquiries on the offeror's (and major subcontractor's) record of performance as it relates to all solicitation requirements, including schedule, performance, and management of subcontractors. Major subcontractors are defined as members of an offeror's overall team who are expected to perform fifteen (15) percent or more of the proposed effort. A significant achievement, problem, or lack of relevant data in any element of the work can become an important consideration in the evaluation process. Therefore, offerors will be reminded to include the most recent and relevant efforts (within the past three years) in their proposal. Absent any recent and relevant past performance history or when the performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned, the offeror will be assigned 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 North American Industry Classification System (NAICS) 541618. Data used in conducting performance risk assessments shall not extend past three years prior to the issue date of the RFP.

Offerors shall submit a list of all Government and/or commercial contracts for the prime offeror and each major subcontractor in performance or awarded during the past three years prior to 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 the information available.

**2.8: Evaluation Criteria for Factor 4 – Small Business Participation Plan**

The extent of Small Business Participation will be evaluated against the goals established in the Solicitation. All offerors (both other than small and small businesses) will be evaluated on the level of proposed participation of small businesses in the performance of the contract (as small business prime offerors or small business subcontractors) relative to the contract. All offerors will be evaluated on the extent to which small businesses, as defined in FAR Part 19, are specifically identified in proposals. Offerors will be evaluated on the extent of commitment to use such firms (enforceable commitments will be considered more favorably than non-enforceable ones). Offerors will be evaluated on the extent to which they identify complex and varied work small firms are to perform. Offerors will also be evaluated on the extent of past performance in compliance with FAR 52.219-8, "Utilization of Small Business Concerns" and FAR 52.219-9, "Small Business Subcontracting Plan." Offerors will also be evaluated on the extent of small business participation as prime contractors and small business subcontractors in terms of the percentage of the value of the total acquisition.

The Government will evaluate the extent to which the offeror meets or exceeds the mandatory goal of 20% of the total contract value (TCV) for the Small Business Participation Plan (SBPP). The following supplemental goals are applicable to the SBPP. HUBZone – greater than 0% of the TCV, Service-Disabled Veteran Owned Small Businesses (SDVOSB)– greater than 0% of the TCV; Small Disadvantaged Businesses (SDB) – greater than 0% of the TCV; Woman Owned Small Businesses (WOSB) – greater than 0% of the TCV.

**2.9 Evaluation Criteria for Factor 5 – Price**

Price will not be rated or scored. Price will be evaluated for reasonableness using price analysis techniques at FAR 15.404-1(b), based on a comparison of competitive prices received in response to the solicitation and a comparison of proposed prices to the Independent Government Estimate (IGE).

The resulting award(s) will be a multiple award FFP IDIQ contract. Price reasonableness will be utilized in the evaluation of the Firm-Fixed-Price effort. The price factor will be evaluated using price analysis techniques described at FAR 15.404-1(b), including but not limited to, comparison of competitive offers received in response to the solicitation and comparison to the IGE. Proposed prices will be evaluated for unbalanced pricing. For evaluation purposes only, the hourly rates for each labor category will be used to determine price reasonableness. The Government will evaluate price proposals for the base year and all option periods combined.

<u>Compliance</u>: The price proposal submitted by the Offeror will be evaluated for compliance based upon the submission requirements contained in the Section L.

<u>Unbalanced Pricing</u>: The Offeror's 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)).

Errors: The Offeror's 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.

## 3.0 DISCUSSIONS

General: In accordance with FAR 15.306(d), discussion sessions with each offeror may be held. Should discussions take place, all offerors in the competitive range will be given the same length of time to submit revised proposals.

Discussion Scheduling: If discussions are conducted, the Contracting Officer will schedule the discussion sessions, and each offeror will be notified of the time and place prior to their discussion session. The discussion sessions will take place in a virtual setting.

## 4.0 DEFINITIONS

Clarifications: Limited exchanges, between the Government and Offerors that may occur when award without discussions is contemplated. An Offeror may be given the opportunity to clarify certain aspects of the proposals (e.g., the relevance of an Offeror's past performance information/ adverse past performance information to which the Offeror has not previously had an opportunity to respond) or to resolve minor or clerical errors. Clarification does not give the Offeror an opportunity to revise or modify its proposal, except to the extent that corrections of apparent clerical mistakes result in a revision. Clarifications do not require discussions or submission of additional proposal information.

Communications: Exchanges, between the Government and Offerors, after receipt of proposals, leading to establishment of the competitive range.

Competitive Range: See FAR 15.306(c) Exchange with Offerors after receipt of proposal, competitive range.

Deficiency: A material failure of a proposal to meet a Government requirement or combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. Refer to FAR 15.001. A deficiency will preclude award action to that Offeror.

Evaluation Notice (EN): The PCO's written notification to the Offeror for purposes of clarifications, communications, or in support of discussions.

Major Subcontractor: A subcontractor who performs 15% of more of the work.

Performance Confidence Assessment: An evaluation of the likelihood (or Government's confidence) that the Offeror will successfully perform the solicitation's requirements. The evaluation is based upon past performance information.

Recency: Pertaining to past performance information, is a measure of the time that has elapsed since the past performance reference occurred. Recency is generally expressed as a time period during which past performance references are considered relevant.

Relevancy: Pertaining to past performance information, is a measure of the extent of similarity between the service/support effort, complexity, dollar value, contract type, and subcontracting/ teaming or other comparable attributes of past performance examples and the source solicitation requirements; and a measure of the likelihood that the past performance is an indicator of future performance.

Requirements Documents: All aspects of the RFP that convey the needs of the Government to Offerors, including any Statement of Objectives (SOO), Statement of Word (SOW), or Performance Work Statement (PWS), technical requirement documents, and system requirement documents.

Risk: Pertaining to source selection, is the potential for unsuccessful contract performance. The consideration of risk assesses the degree to which an Offeror's proposed approach to achieving the technical factor may involve risk of disruption of schedule, increased cost or degradation of performance, the need for increased Government oversight, and the likelihood of unsuccessful contract performance. (For firm-fixed-price contracts, the reference to increased cost may be removed from the risk definition.)

Significant Strength: A significant strength is an aspect of an Offeror’s proposal that has appreciable merit or appreciably exceeds specified performance or capability requirements in a way that will be appreciable advantageous to the Government during contract performance.

Significant Weakness: A significant weakness is a flaw that appreciably increases the risk of unsuccessful contract performance. Failure by an Offeror to rectify multiple significant weaknesses deemed essential will preclude award action to that Offeror (See FAR 15.001).

Source Selection Authority (SSA): The official designated to make the source selection decision. For this MATOC, the SSA is the Contracting Officer.

Source Selection Decision Document (SSDD): The document that reflects the SSA's independent, integrated, comparative assessment and decision.

Source Selection Evaluation Board (SSEB): A group of Government and, if needed, approved non-Government personnel, representing the various functional disciplines relevant to the acquisition.

Source Selection Plan (SSP): A plan that describes how the source selection will be organized, how proposals will be evaluated and analyzed, and how source(s) will be selected.

Strength: Any aspect of a proposal that, when judged against a stated evaluation criterion, has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.

Subjective Trade-off: A source selection process used when it may be in the best interest of the Government to consider award to other than the lowest priced Offeror or other than the highest technically rated Offeror but is not possible to place a quantifiable value on proposed performance or capabilities above threshold (minimum) requirements.

Weakness: A flaw in the proposal that increases the risk of unsuccessful contract performance.