

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER		PAGE 1 OF 77	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER HT003821R0001	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JOYCE PACE-REED		b. TELEPHONE NUMBER (No Collect Calls) 571-730-0729		8. SOLICITATION ISSUE DATE 22-Apr-2021	
9. ISSUED BY DHA-CONTRACTING OFFICE (DHMS-CD) HT0038 1501 WILSON BLVD, SUITE 600 ROSSLYN VA 22209 TEL: 571-730-0729 FAX:		CODE HT0038		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 25 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 541611 SIZE STANDARD: \$16,500,000		8. OFFER DUE DATE/LOCAL TIME 12:29 PM 29 Oct 2021	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
				14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP			
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY		CODE	
17a. CONTRACTOR/ OFFEROR TELEPHONE NO.		CODE		18a. PAYMENT WILL BE MADE BY		CODE	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		FACILITY CODE		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
						23. UNIT PRICE	
						24. AMOUNT	
		SEE SCHEDULE					
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:		31c. DATE SIGNED	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)						PAGE 2 OF 76
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE			
			42a. RECEIVED BY (<i>Print</i>)			
			42b. RECEIVED AT (<i>Location</i>)			
			42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS		

Section SF 1449 - CONTINUATION SHEET

Notwithstanding the schedule below, the cumulative amount of all task orders issued under this contract shall not exceed **\$1,425,000,000**. This amount constitutes the “maximum” as that term is used in paragraph (b) of the “Indefinite Quantity” clause of this contract. Any difference between the contract maximum and the sum of the values of the line items in the schedule is intended to allow for additional ordering or to accommodate changes as the solution evolves during performance.

Pricing information submitted in Attachment 4, Price Worksheet (Lot 1), and Attachment 5, Price Worksheet (Lot 2), will be incorporated by reference into any contract resulting from this solicitation to serve as the basis for negotiation of task orders issued under the contract, as well as the unilateral ordering of “catalog” priced orders in accordance with Attachment 1, Scope and Ordering Guide.

As referred to in paragraph (b) of the “Indefinite Quantity” clause of this contract, the contract minimum quantity is a total of **\$50,000** worth of orders.

LOT 1 LINE ITEMS

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Design-to-Outcome 1 FFP Assess as-is operations and prepare a detailed “design-to-outcome” approach, proposal, and specifications, in an iterative, bilateral user-centered design process. These artifacts will be utilized as the basis for the award of Core Task Order 1. FOB: Destination	3	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Core Task Order 1 FFP Managed solution to operate and transform Workforce 3.0 core capabilities and operational activities to provide continuation of services for mid and back office functions for all PEO DHMS and FEHRM product lines. Execute the organizational digital transformation in accordance with the performance metrics and outcomes agreed upon during Design-to-Outcome 1. FOB: Destination	11	Months		

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Incubator Task Order A1 FFP Independent survey of the current PEO DHMS/FEHRM organizational activities and product lines vis-a-vis the health technology landscape, and broader software product domain, and report on PEO DHMS strengths, opportunities, and blockers as it compares to best-in-class methodologies. FOB: Destination	2	Months		

NET AMT

26

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Incubator Task Order B1 FFP Independent survey of the current PEO DHMS/FEHRM organizational activities and product lines vis-a-vis the health technology landscape, and broader software product domain, and report on PEO DHMS strengths, opportunities, and blockers as it compares to best-in-class methodologies. FOB: Destination	2	Months		

NET AMT

27

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Lot 1 Incentive 1 FFP Incentive payment in accordance with Clause 52.212-4 Addendum 2. FOB: Destination		Each		

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Lot 1 Gamechanger 1 FFP Gamechanger payment in accordance with Clause 52.212-4 Addendum 3. FOB: Destination		Each		

NET AMT

34

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0101	Design-to-Outcome 2 No Transition FFP Assess as-is operations and prepare a detailed “design-to-outcome” approach, proposal, and specifications, in an iterative, bilateral user-centered design process. These artifacts will be utilized as the basis for the award of Core Task Order 2. FOB: Destination	2	Months		

NET AMT

35

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0102	Core Task Order 2 FFP Managed solution to operate and transform Workforce 3.0 core capabilities and operational activities to provide continuation of services for mid and back office functions for all PEO DHMS and FEHRM product lines. Execute the organizational digital transformation in accordance with the performance metrics and outcomes agreed upon during Design-to-Outcome 2. FOB: Destination	11	Months		

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0103	Incubator Task Order A2 FFP Independent survey of the current PEO DHMS/FEHRM organizational activities and product lines vis-a-vis the health technology landscape, and broader software product domain, and report on PEO DHMS strengths, opportunities, and blockers as it compares to best-in-class methodologies. FOB: Destination	2	Months		

NET AMT

42

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0104	Incubator Task Order B2 FFP Independent survey of the current PEO DHMS/FEHRM organizational activities and product lines vis-a-vis the health technology landscape, and broader software product domain, and report on PEO DHMS strengths, opportunities, and blockers as it compares to best-in-class methodologies. FOB: Destination	2	Months		

NET AMT

43

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0105	Lot 1 Incentive 2 FFP Incentive payment in accordance with Clause 52.212-4 Addendum 2. FOB: Destination		Each		

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0106	Lot 1 Gamechanger 2 FFP Gamechanger payment in accordance with Clause 52.212-4 Addendum 3. FOB: Destination		Each		

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0107	Design-to-Outcome 2 with Transition FFP Assess as-is operations and prepare a detailed “design-to-outcome” approach, proposal, and specifications, in an iterative, bilateral user-centered design process. These artifacts will be utilized as the basis for the award of Core Task Order 2. Transition WF3 operational activities from previous Awardee to provide continuation of services for mid and back office functions for all PEO DHMS and FEHRM product lines. FOB: Destination	3	Months		

NET AMT

51

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0201	Design-to-Outcome 3 No Transition FFP Assess as-is operations and prepare a detailed “design-to-outcome” approach, proposal, and specifications, in an iterative, bilateral user-centered design process. These artifacts will be utilized as the basis for the award of Core Task Order 3. FOB: Destination	2	Months		

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0202	Core Task Order 3 FFP Managed solution to operate and transform Workforce 3.0 core capabilities and operational activities to provide continuation of services for mid and back office functions for all PEO DHMS and FEHRM product lines. Execute the organizational digital transformation in accordance with the performance metrics and outcomes agreed upon during Design-to-Outcome 3. FOB: Destination	11	Months		

NET AMT

58

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0203	Incubator Task Order A3 FFP Independent survey of the current PEO DHMS/FEHRM organizational activities and product lines vis-a-vis the health technology landscape, and broader software product domain, and report on PEO DHMS strengths, opportunities, and blockers as it compares to best-in-class methodologies. FOB: Destination	2	Months		

NET AMT

59

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0204	Incubator Task Order B3 FFP Independent survey of the current PEO DHMS/FEHRM organizational activities and product lines vis-a-vis the health technology landscape, and broader software product domain, and report on PEO DHMS strengths, opportunities, and blockers as it compares to best-in-class methodologies. FOB: Destination	2	Months		

NET AMT

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65	ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	0205	Lot 1 Incentive 3 FFP Incentive payment in accordance with Clause 52.212-4 Addendum 2. FOB: Destination		Each		
					NET AMT	
66	ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	0206	Lot 1 Gamechanger 3 FFP Gamechanger payment in accordance with Clause 52.212-4 Addendum 3. FOB: Destination		Each		
					NET AMT	
67	ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	0207	Design-to-Outcome 3 with Transition FFP Assess as-is operations and prepare a detailed “design-to-outcome” approach, proposal, and specifications, in an iterative, bilateral user-centered design process. These artifacts will be utilized as the basis for the award of Core Task Order 3. Transition WF3 operational activities from previous Awardee to provide continuation of services for mid and back office functions for all PEO DHMS and FEHRM product lines. FOB: Destination	3	Months		
					NET AMT	
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0301	Design-to-Outcome 4 No Transition FFP Assess as-is operations and prepare a detailed “design-to-outcome” approach, proposal, and specifications, in an iterative, bilateral user-centered design process. These artifacts will be utilized as the basis for the award of Core Task Order 4. FOB: Destination	2	Months		

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0302	Core Task Order 4 FFP Managed solution to operate and transform Workforce 3.0 core capabilities and operational activities to provide continuation of services for mid and back office functions for all PEO DHMS and FEHRM product lines. Execute the organizational digital transformation in accordance with the performance metrics and outcomes agreed upon during Design-to-Outcome 4. FOB: Destination	11	Months		

NET AMT

75

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0303	Incubator Task Order A4 FFP Independent survey of the current PEO DHMS/FEHRM organizational activities and product lines vis-a-vis the health technology landscape, and broader software product domain, and report on PEO DHMS strengths, opportunities, and blockers as it compares to best-in-class methodologies. FOB: Destination	2	Months		

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0304	Incubator Task Order B4 FFP Independent survey of the current PEO DHMS/FEHRM organizational activities and product lines vis-a-vis the health technology landscape, and broader software product domain, and report on PEO DHMS strengths, opportunities, and blockers as it compares to best-in-class methodologies. FOB: Destination	2	Months		

NET AMT

82

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0305	Lot 1 Incentive 4 FFP Incentive payment in accordance with Clause 52.212-4 Addendum 2. FOB: Destination		Each		

NET AMT

83

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0306	Lot 1 Gamechanger 4 FFP Gamechanger payment in accordance with Clause 52.212-4 Addendum 3. FOB: Destination		Each		

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0307	Design-to-Outcome 4 with Transition FFP Assess as-is operations and prepare a detailed “design-to-outcome” approach, proposal, and specifications, in an iterative, bilateral user-centered design process. These artifacts will be utilized as the basis for the award of Core Task Order 4. Transition WF3 operational activities from previous Awardee to provide continuation of services for mid and back office functions for all PEO DHMS and FEHRM product lines. FOB: Destination	3	Months		

NET AMT

90

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0401	Design-to-Outcome 5 No Transition FFP Assess as-is operations and prepare a detailed “design-to-outcome” approach, proposal, and specifications, in an iterative, bilateral user-centered design process. These artifacts will be utilized as the basis for the award of Core Task Order 5. FOB: Destination	2	Months		

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0402	Core Task Order 5 FFP Managed solution to operate and transform Workforce 3.0 core capabilities and operational activities to provide continuation of services for mid and back office functions for all PEO DHMS and FEHRM product lines. Execute the organizational digital transformation in accordance with the performance metrics and outcomes agreed upon during Design-to-Outcome 5. FOB: Destination	11	Months		

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0403	Incubator Task Order A5 FFP Independent survey of the current PEO DHMS/FEHRM organizational activities and product lines vis-a-vis the health technology landscape, and broader software product domain, and report on PEO DHMS strengths, opportunities, and blockers as it compares to best-in-class methodologies. FOB: Destination	2	Months		

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0404	Incubator Task Order B5 FFP Independent survey of the current PEO DHMS/FEHRM organizational activities and product lines vis-a-vis the health technology landscape, and broader software product domain, and report on PEO DHMS strengths, opportunities, and blockers as it compares to best-in-class methodologies. FOB: Destination	2	Months		

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0405	Lot 1 Incentive 5 FFP Incentive payment in accordance with Clause 52.212-4 Addendum 2. FOB: Destination		Each		

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0406	Lot 1 Gamechanger 5 FFP Gamechanger payment in accordance with Clause 52.212-4 Addendum 3. FOB: Destination		Each		

NET AMT

106

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0407	Design-to-Outcome 5 with Transition FFP Assess as-is operations and prepare a detailed “design-to-outcome” approach, proposal, and specifications, in an iterative, bilateral user-centered design process. These artifacts will be utilized as the basis for the award of Core Task Order 5. Transition WF3 operational activities from previous Awardee to provide continuation of services for mid and back office functions for all PEO DHMS and FEHRM product lines. FOB: Destination	3	Months		

NET AMT

107

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0501	Design-to-Outcome 6 No Transition FFP Assess as-is operations and prepare a detailed “design-to-outcome” approach, proposal, and specifications, in an iterative, bilateral user-centered design process. These artifacts will be utilized as the basis for the award of Core Task Order 6. FOB: Destination	2	Months		

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0502	Core Task Order 6 FFP Managed solution to operate and transform Workforce 3.0 core capabilities and operational activities to provide continuation of services for mid and back office functions for all PEO DHMS and FEHRM product lines. Execute the organizational digital transformation in accordance with the performance metrics and outcomes agreed upon during Design-to-Outcome 6. FOB: Destination	11	Months		

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0505	Lot 1 Incentive 6 FFP Incentive payment in accordance with Clause 52.212-4 Addendum 2. FOB: Destination		Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0506	Lot 1 Gamechanger 6 FFP Gamechanger payment in accordance with Clause 52.212-4 Addendum 3. FOB: Destination		Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0507	Design-to-Outcome 6 with Transition FFP Assess as-is operations and prepare a detailed “design-to-outcome” approach, proposal, and specifications, in an iterative, bilateral user-centered design process. These artifacts will be utilized as the basis for the award of Core Task Order 6. Transition WF3 operational activities from previous Awardee to provide continuation of services for mid and back office functions for all PEO DHMS and FEHRM product lines. FOB: Destination	3	Months		

NET AMT

121 **LOT 2 LINE ITEMS**

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	Accelerator Task Order FFP Assess as-is operations and prepare a detailed “design-to-outcome” approach, proposal, and specifications, in an iterative, bilateral user-centered design process. These artifacts will be utilized as the basis for the award of Ad-hoc Task Order 1. FOB: Destination		Each		

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002	Ad-hoc Task Order FFP Managed solution to execute the project agreed upon during Accelerator Task Order 1. FOB: Destination		Each		

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003	Lot 2 Gamechanger FFP Gamechanger payment in accordance with Clause 52.212-4 Addendum 3. FOB: Destination		Each		

NET AMT

The schedule identifies line items in two lots. Ordering periods, as described in “52.217-9” for these lots are as follows:

Lot 1:

Line Items	Ordering Period	Description
0xxx	Contract award through five cycles thereafter.	Base Ordering Period

Lot 2:

Line Items	Ordering Period	Description
10xx	Contract award through five cycles thereafter.	Base Ordering Period

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
ALL	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
*	*	*	*	*

*To be determined on individual task orders. See 52.212-4 Addendum 1 and 52.217-9

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-13	System for Award Management Maintenance.	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.	OCT 2020
52.207-6***	Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple-Award Contracts).	OCT 2016
52.209-7	Information Regarding Responsibility Matters.	OCT 2018
52.209-12	Certification Regarding Tax Matters.	OCT 2020
52.212-3 Alt. 1	Offeror Representations and Certifications-Commercial Items. Alt. 1	FEB 2021
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan.	OCT 2020
52.229-11	Tax on Certain Foreign Procurements—Notice and Representation.	JUN 2020
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7006	Billing Instructions	OCT 2005
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
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
252.219-7003**	Small Business Subcontracting Plan (DoD Contracts).	DEC 2019

252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2017
252.225-7012	Preference For Certain Domestic Commodities	DEC 2017
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	APR 2019
252.227-7013	Rights in Technical Data—Noncommercial Items.	FEB 2014
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2016
252.227-7026	Deferred Delivery Of Technical Data Or Computer Software	APR 1988
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7006	Wide Area WorkFlow Payment Instructions*	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	OCT 2020

*Fill-ins to be provided on individual task orders.

**Clause only applicable to Lot 1

***Clause only applicable to Lot 2

CLAUSES INCORPORATED BY FULL TEXT

52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (OCT 2018)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes", as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-

- (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
- (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
- (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--
- (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--
 - (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (B) Affected contract number and delivery order number, if applicable;
 - (C) Affected line item or subline item, if applicable; and
 - (D) Contractor point of contact.
 - (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (6) Interest.
- (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
 - (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--
 - (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
 - (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Reserved.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

ADDENDUM 1 – Ordering Guide

Attachment 1, Scope and Ordering Guide provides the rules of engagement for issuance of task orders that supplement any ordering clauses and provides contract-wide terms and conditions that will be applicable across all task orders.

ADDENDUM 2 – Administration of Incentive Profit (LOT 1)

Line items 0X05 and 0X06 identify profit pools payable in accordance with this addendum. During “Design-To-Outcome” task orders, the contractor shall propose metrics, standards, and profit levels that align to the outcomes specified by the Government when the “Design-To-Outcome” task order is issued. These specifications, once agreed upon during negotiations, will be incorporated in the QASP for the “Core Task Order” linked to the “Design-To-Outcome” task order.

When the “Core Task Order” is issued, the Government will obligate funding on the appropriate Incentive Profit line item. The Contractor shall not submit invoices against this line item until given express, written permission from the Contracting Officer, which will specify the quantity of Incentive Profit units the Contractor has earned under the task order QASP and metrics terms.

At the beginning of the sixth and end of the eleventh months of the “Core Task Order” the Contractor shall provide the results calculated against the metrics and the agreed upon supporting materials. The Government will evaluate the materials submitted and independently verify the results. If the Government cannot verify the results, the Contracting Officer will initiate bilateral discussions in an attempt to resolve any differences. If the Contractor cannot adequately substantiate its calculations, the Contracting Officer will issue a final decision as to the quantity of Incentive Profit units earned.

Once this determination is made, the Contracting Officer will unilaterally modify the task order to reflect the earned Incentive Profit unit quantity, and de-obligate any surplus funds, as necessary. Once this modification is executed, the Contracting Officer will provide written permission for the Contractor to invoice this line item, and the Government will accept a properly submitted invoice for payment of the Incentive Profit in accordance with the invoicing and payment terms of the contract.

ADDENDUM 3 – Award Fee Plan (LOT 1 and LOT 2)

This contract includes the potential for award fee, identified in the schedule as “Gamechanger” line items. This Addendum serves as the agreed upon “Award Fee Plan” in accordance with FAR 16.401(e)(3) and DFARS 216.401(e).

The award fee is one tool for assessing and incentivizing the quality of the contractor’s performance. Other performance incentives include the “Incentive Profit” payments, base profit in the firm-fixed-price line items, and positive contributions to the contractor’s past performance record.

As a component of the Government’s overall performance incentive plan, the “Gamechanger” component is intended to incentivize and reward specific instances of behavior or culture that directly result in an outsized positive impact in terms of quality or value to the WF3 efforts. These specific instances must be of substantially higher quality or value than the ordinary metrics and the resulting impact to the Government will be substantially higher than the award received. As a result, “Gamechanger” awards are intended to be extraordinarily difficult to achieve, even beyond the standard definition of “Outstanding” performance, and are likely to be rare.

Whereas the “Incentive” and base profit are intended to constantly push forward the Government’s “high water mark” in its pursuit of being a “world-class” technology organization, the “Gamechanger” is meant to reward instances where the contractor directly causes a portion of the organization or product line to be “world-class,” in fact.

This plan describes the Government’s criteria and process to assess the contractor’s performance and determine the amount of award fee earned. The award fee determinations and the methodology for determining the award fee are unilateral decisions made solely at the discretion of the Government and subject to availability of funds.

The following CLINS are associated with Incentive award fees in Lot 1:

- 0005 – Lot 1 Incentive 1
- 0105 – Lot 1 Incentive 2
- 0205 – Lot 1 Incentive 3
- 0305 – Lot 1 Incentive 4

- 0405 – Lot 1 Incentive 5
- 0505 – Lot 1 Incentive 6

The following CLINS are associated with Gamechanger award fees in Lot 1:

- 0006 – Lot 1 Gamechanger 1
- 0106 – Lot 1 Gamechanger 2
- 0206 – Lot 1 Gamechanger 3
- 0306 – Lot 1 Gamechanger 4
- 0406 – Lot 1 Gamechanger 5
- 0506 – Lot 1 Gamechanger 6

The following CLIN is associated with Gamechanger award fees in Lot 2:

- 1003 – Lot 2 Gamechanger

1 ORGANIZATION

The award fee organization consists of the Government Determination Official (DO), the Contracting Officer (KO), Award Nominators (AN) and the Performance Monitors (PrfM). The DO will be the Program Executive Officer, Defense Healthcare Management Systems. ANs will include select senior directors, Program Managers, and Deputy Program Managers at the GS-15/O-6 level. PrfMs include all civilian and military personnel supporting PEO DHMS and its partner organizations.

2 RESPONSIBILITIES

- Determining Official. The DO reviews the recommendation(s) of the Award Nominators, considers all pertinent data, and determines the earned award for each nomination. The DO may make unilateral changes to this plan that will be executed as a modification to the contract/task order or issuance of a new task order.
- Award Nominators. ANs review the PrfM's evaluations of the contractor's performance, consider all pertinent data, and document the award fee nomination to the DO. Along with preparing the nominations, the ANs ensure that funding is available and documented in a purchase request to support the potential award of the recommended nomination.
- Contracting Officer. The KO is the liaison between contractor and Government personnel and controls any changes that are approved by the DO to the Plan. Also, the KO modifies task orders to appropriately reflect the decisions of the DO.
- Performance Monitors. PrfMs perform continuous surveillance of the contractor's performance in their assigned evaluation area(s) so that a fair and accurate evaluation is obtained. When an instance of performance or outcome that meets the "Gamechanger" threshold is identified, the PrfMs document the circumstances, achievement, and impact of the performance or outcome and submit to the ANs for evaluation. PrfMs support ANs in the development of supporting materials for nominations.

3 AWARD PROCESSES

- Structure. Proposals and resulting task orders to include award fee line items will establish the specifics of the pool of award fee available, as well as specific interim evaluation timelines. Formal interim evaluation periods are conducted in accordance with FAR/DFARS. Performance monitoring, nominations, and awards will occur on a continuous, on-going basis notwithstanding the interim evaluation timing. As a result, the overall evaluation period will be the entire period of performance for the task order. The number and timing of interim evaluations will be dependent on the length of the task order. During the interim evaluation, the Government will provide the number and status of any unawarded nominations, and a brief rationale supporting any rejected nominations. This rationale is intended ONLY to assist the contractor in understanding what level of achievement is required to attain a "Gamechanger." More than one award may be made during any period. When the DO approves an award, the KO will unilaterally modify the task order to include the appropriate line item and funding, and the Government will accept a properly submitted invoice for payment in accordance with the invoicing and payment terms of the contract.
- Evaluation Standards. The earned award will be based on the contractor's performance rating documented in a nomination. Separately, achievement of any "Acceptable" or higher ratings will be reported in the contractor's periodic CPARS assessments, related to the associated category.

1. Quality of Product or Service

Assesses the contractor's contribution to the culture, processes, or talent achieving a "world-class" outcome relative to the status quo.

2. Cost Improvement

(These will not be imputed to CPARS, due to the contract being firm-fixed-price) Assesses the contractor's contribution to increasing value and efficiency in DHMS operations.

3. Business Relations

Assesses the contractor's contributions to establishing a truly seamless/badge-less operations.

Award Fee Adjectival Rating†	Award Fee Pool Available	Description
Excellent	91%-100%	To achieve this level, the Contractor must: <ol style="list-style-type: none"> 1. Deliver outcomes that result in DHMS being recognized as a leader outside the Government space (i.e., compared with Fortune 100 firms) 2. Meet overall performance requirements of the contract in the aggregate, as defined in the negotiated Performance Work Statement/QASP 3. Have substantial, direct contributions to ALL of the criteria (Quality of Product or Service, Cost Improvement, and Business Relations) as defined in this Award Fee Plan
Very Good	76%-90%	To achieve this level, the Contractor must: <ol style="list-style-type: none"> 1. Deliver outcomes that result in DHMS being recognized as a leader among all Federal Government agencies. 2. Meet overall performance requirements of the contract in the aggregate, as defined in the negotiated Performance Work Statement/QASP 3. Have substantial, direct contributions to ALL of the criteria (Quality of Product or Service, Cost Improvement, and Business Relations) as defined in this Award Fee Plan
Good	51%-75%	To achieve this level, the Contractor must: <ol style="list-style-type: none"> 1. Deliver outcomes that result in DHMS being recognized as a leader among DoD and the Military Services. 2. Meet overall performance requirements of the contract in the aggregate, as defined in the negotiated Performance Work Statement/QASP 3. Have substantial, direct contributions to ALL of the criteria (Quality of Product or Service, Cost Improvement, and Business Relations) as defined in this Award Fee Plan
Acceptable	No greater than 50%*	To achieve this level, the Contractor must: <ol style="list-style-type: none"> 1. Meet overall performance requirements of the award-fee plan in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.* 2. Meet overall performance requirements of the contract in the aggregate, as defined in the negotiated Performance Work Statement/QASP 3. Have substantial, direct contributions to ALL of the criteria (Quality of Product or Service, Cost Improvement, and Business Relations) as defined in this Award Fee Plan
Unacceptable	0%	To achieve this level, the Contractor must: <ol style="list-style-type: none"> 1. Fail to meet performance requirements of the award-fee plan in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.** 2. Fail to meet overall performance requirements of the contract in the aggregate, as defined in the negotiated Performance Work Statement/QASP 3. Fail to have substantial, direct contributions to ALL of the criteria (Quality of Product or Service, Cost Improvement, and Business Relations) as defined in this Award Fee Plan

521 †WF3 adjectival ratings are not interchangeable with QASP and CPARs adjectival ratings.

522

523 *Supplemental Table for “Acceptable”

Acceptable Adjectival Rating	Award Fee Pool Available	Description
+++	31%-50%	To achieve this level, the Contractor must: <ol style="list-style-type: none"> 1. Meet overall performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period. 2. Achieve this level a substantial change to the status quo must occur in at least most organizational functions against all criteria above.
++	21%-30%	To achieve this level, the Contractor must: <ol style="list-style-type: none"> 1. Meet overall performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period. 2. Achieve this level a substantial change to the status quo must occur in at least most organizational functions against more than one criterion from above.
+	11%-20%	To achieve this level, the Contractor must: <ol style="list-style-type: none"> 1. Meet overall performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period. 2. Achieve this level a substantial change to the status quo must occur in at least several organizational functions against more than one criterion from above.
Low	0.1%-10%	To achieve this level, the Contractor must: <ol style="list-style-type: none"> 1. Meet overall performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period. 2. Achieve this level a substantial change to the status quo must occur in at least one organizational function against at least one criterion from above.

524 **”Unacceptable” performance in the context of this plan may still constitute positive performance under the QASP,
525 “Incentive,” and past performance contributions. Marginal or unacceptable performance in these areas will
526 automatically result in a rating of “Unacceptable” under the award plan, and no awards will be made until
527 performance reaches an overall acceptable level.

528

529 **ADDENDUM 4 – Organizational Conflict of Interest**

530

531 **LOT 1**

532 Activities under this contract are expected to include “systems engineering and technical assistance,” and this work
533 will give rise to significant biased ground rules, impaired objectivity, and unequal access to information
534 Organizational Conflicts of Interest. Contractors are directed to FAR 9.5 for information pertaining to
535 Organizational Conflicts of Interest. The Contractor shall be ineligible to perform , whether as a contractor,
536 subcontractor, or team member, under any Prime Mission Product Support contract that is in any way related to
537 support provided under this contract, i.e., products managed by a PEO DHMS partner or subordinate organization.

538

539 a. Definitions. Unless otherwise specified in this clause, the terms used in this clause are defined in the
540 FAR/DFARS, as applicable.

541

542 **Prime Mission Product Support** – Includes, but is not limited to, provisioning of off-the-shelf or developmental
543 software or hardware, or support services resulting in any direct financial interest in the development, delivery,
544 implementation, sustainment, or support for a component of, integrated product, system, or system of systems
545 utilized by clinical, business, or management end users in a healthcare or operational medicine environment by one
546 of PEO DHMS’ partner organizations, including but not limited to the Department of Defense, the Department of
547 Veterans Affairs, or the Department of Homeland Security. This includes programs and systems of record that are
548 referred to by DoD policy as “major systems” or “Defense Business Systems”.

Contractor – For the purposes of this clause, the term “contractor” means the contractor, its subsidiaries and affiliates, subcontractors, vendors, consultants, joint ventures, contractor teaming arrangements, involving the contractor, and any entity with which the contractor may hereafter merge or affiliate and any other successor or assignee of the contractor.

b. Warranty Against Conflicts of Interest. The contractor warrants that it will not perform Prime Mission Product work and has not obtained access to another contractor’s proprietary information relating to the solicitation HT0038-21-R-0001. For any breach of this warranty, the Government shall have the right to rescind this contract without liability or, at its discretion, terminate this contract for default. In such circumstances, the contractor shall not be entitled to reimbursement of any cost incurred in performing this contract or payment of any fee thereunder. Further, any such costs shall not be allocable or chargeable, directly or indirectly, to any other contract with the Government.

c. Non-Disclosure. Because of anticipated requirements for access to other contractors’ proprietary information, the contractor (including all entities in the definition above) shall execute a corporate non-disclosure agreement with the Government to provide the same level of protection to the information that would be provided by Government employees. The agreements shall require the contractors to train their employees on how to properly handle the information to which they will have access, and to have their employees sign company non-disclosure agreements certifying that they understand the sensitive nature of the information and that unauthorized use of the information could expose their company to significant liability. Copies of such employee non-disclosure agreements shall be provided to the Government. Prior to releasing the information, the Government will determine whether a bona fide need exists for individual employees to access this information. Access will be limited strictly to “need to know” and employees must be trained by the contractor further disclosure to other employees or Government employees is a violation of their company non-disclosure agreements.

d. Associate Agreements. If a contractor conditions access to their proprietary information, all entities may be required to execute non-disclosure, non-compete, or business associate agreements directly with other contractors prior to obtaining access to proprietary information, as required.

e. Notification/Mitigation. If the Contractor identifies an actual or potential Organizational Conflict of Interest (OCI) that has not already been adequately disclosed and resolved (or waived in accordance with FAR 9.503), the Contractor shall make a prompt and full disclosure in writing to the Contracting Officer. This disclosure shall include a description of the OCI and the action(s) the Contractor has taken or proposes to take in order to resolve the conflict. The Contractor may also identify actions the Government may take to address or resolve the OCI. If an OCI mitigation plan is involved in the resolution of the OCI and the contract does not already include the clause at DHA.H.2 entitled “Mitigation of Organizational Conflicts of Interest,” then the substance of this clause shall be incorporated into the contract by addendum.

f. Flow Down. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts. The terms “Contractor” and “Contracting Officer” shall be appropriately modified to reflect the change in parties and to preserve the Government’s rights.

g. Disclosure. The Contractor is notified that future solicitations issued by Contracting Division – Defense Healthcare Management Systems will require disclosure of work performed under this contract as a matter of compliance. Further, the Contractor agrees that it will notify any potential Prime on future solicitations issued by Contracting Division – Defense Healthcare Management Systems, prior to executing any teaming or subcontracting arrangements established to respond to any such solicitation.

h. Termination of Restraint. The restraints of this clause expire when performance under any task orders issued against this contract ceases.

LOT 2

Activities under some task orders issued against this contract are expected to include “systems engineering and technical assistance,” and this work will give rise to significant biased ground rules, impaired objectivity, and unequal access to information organizational conflicts of interest. Contractors are directed to FAR 9.5 for information pertaining to Organizational Conflicts of Interest. The Contracting Officer will consider the

circumstances and work required by each Task Order solicitation on a task-order by task-order basis, and if the Contracting Officer determines that a particular task order involves work that could give rise to a significant potential conflict of interest, the substance of the "LOT 1" Addendum will be incorporated in that task order.

ADDENDUM 5 – Limited Disclosure of Contractor Confidential Business Information

"Confidential Business Information," (Information) as used in this addendum, is defined as all forms and types of financial, business, economic or other types of information including technical data or computer software/computer software documentation, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing even when -- (1) the owner thereof has taken reasonable measures to keep such information secret, and (2) the Information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Information will include technical data, as that term is defined in DFARS 252.227-7013(a)(15) and 252.227-7015(a)(5).

The Government may release to individuals employed by support contractors and their subcontractors Information submitted by the contractor or its subcontractors pursuant to the provisions of this contract (Inside the Wire contractors). Information that would ordinarily be entitled to confidential treatment may be included in the Information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the Offeror or contractor and its subcontractors consent to a limited release of its Information, but only for purposes as described in paragraph (a) of this addendum.

(a) Circumstances where the Government may release the contractor's or subcontractors' Information include the following:

(1) To other contractors and subcontractors, and their employees tasked with assisting the Government in handling and processing Information and documents in the administration of contracts, such as file room management and contract closeout;

(2) To other contractors and subcontractors, and their employees tasked with assisting the Government in accounting support services, including access to cost-reimbursement vouchers;

(3) To other contractors and subcontractors, and their employees tasked with assisting the Government in technical and administrative support services, including monitoring contract progress and providing financial oversight; and,

(4) To other contractors and subcontractors, and their employees tasked with assisting the Government in furnishing advice or technical assistance in support of the Government's strategic management and oversight of programs and projects under the purview of PEO DHMS.

(b) The Government recognizes its obligation to protect the contractor and its subcontractors from competitive harm that could result from the release of such Information. The Government will permit the limited release of Information under paragraphs (a)(1), (a)(2), (a)(3), and (a)(4) only under the following conditions:

(1) The Government determines that access is required by other contractors and their subcontractors to perform the tasks described in paragraphs (a)(1), (a)(2), (a)(3), and (a)(4);

(2) Access to Information is restricted to individuals with a bona fide need to possess;

(3) Contractors and their subcontractors having access to Information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to the Information that would be provided by Government employees. Such contract terms or separate corporate non-disclosure agreement shall require the contractors and subcontractors to train their employees on how to properly handle the Information to which they will have access, and to have their employees sign company non-disclosure agreements certifying that they understand the sensitive nature of the Information and that unauthorized use of the Information could expose their company to significant liability. Copies of such employee non-disclosure agreements shall be provided to the Government;

(4) Contractors and their subcontractors performing the tasks described in paragraphs (a)(1), (a)(2), (a)(3), and (a)(4) have agreed under their contract or a separate non-disclosure agreement to not use the Information for any purpose other than performing the tasks described in paragraphs (a)(1), (a)(2), (a)(3), and (a)(4);

(5) Contractors and their subcontractors having access to technical data, computer software, or computer software documentation have executed the Use and Non-Disclosure Agreement specified at DFARS 227.7103-7; and,

(6) Before releasing the Information to a non-Government person to perform the tasks described in paragraphs (a)(1), (a)(2), (a)(3), and (a)(4), the Government shall provide the contractor a list of the company names to which access is being granted, along with a Point of Contact for those entities. The Government may provide copies of any Non-Disclosure Agreements executed pursuant to this clause to other contractors upon request.

(c) The Government's responsibilities under the Freedom of Information Act are not affected by this clause.

(d) The contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier that requires the furnishing of Information.

ADDENDUM 6 – IP License Agreement

The GOVERNMENT, as represented by the Program Executive Officer – Defense Healthcare Management Systems, and the CONTRACTOR, [SUCCESSFUL OFFEROR]*, a [CORPORATION, LLC, ETC.]* formed under the laws of [STATE OF INCORPORATION]* and located at [CORPORATE HQ ADDRESS]*, agree, as follows:

1. APPLICABILITY

This AGREEMENT applies to all DHMS intellectual property (IP). The GOVERNMENT and CONTRACTOR agree that all of the DHMS IP comprises either TD or CS, as defined below.

2. DEFINITIONS

2.1 Definitions Incorporated by Reference.

Terms not specifically defined in this AGREEMENT shall have the same meanings as set forth in DFARS §252.227-7013, Rights in Technical Data--Noncommercial Items (the 7013 clause), or as set forth in DFARS §252.227-7015, Rights in Technical Data--Commercial Items (the 7015 clause), as applicable.

2.2. Additional Definitions.

2.2.1. "AGREEMENT" means this License AGREEMENT for DHMS IP, as embodied in this local H-Clause, and all amendments/modifications and supplements thereto.

2.2.2. "CONTRACT" means GOVERNMENT contract number HT0038-21-D-XXXX*.

2.2.3. "CS" means DHMS IP that is computer software.

2.2.4. "DHMS" means the Program Executive Office – Defense Healthcare Management Systems, its subordinate Programs and Projects, and its federal partners, including but not limited to the Federal Electronic Health Record Management (FEHRM) Office, the Department of Veterans Affairs, and the United States Coast Guard, and any other partners that are added during performance of this agreement.

2.2.5. "DHMS IP" means:

- (i) Noncommercial TD and CS that is listed in proposals for specific task orders issued under the CONTRACT, and incorporated in the resulting task order, with other than Government Purpose Rights (GPR);
- (ii) Commercial TD and CS listed in proposals for specific task orders issued under the CONTRACT, and incorporated in the resulting task order.

DHMS IP does not include (i) any TD/CS that is not listed in task orders (which must be delivered with Unlimited Rights); (ii) commercial CS not listed in task orders; or (iii) any Trademarks or Service Marks owned or controlled by CONTRACTOR.

“IP” means intellectual property embodied in the form of TD, CS, trade secrets, copyrights, or patents. For purposes of this AGREEMENT, IP does not include knowhow or other unrecorded forms of proprietary knowledge.

2.2.6. “DHMS PURPOSES” means purposes of:

- i. Operation, maintenance, and sustainment of DHMS;
- ii. Monitoring and assessing DHMS;
- iii. Documenting processes, policies, procedures, methodologies utilized within DHMS,
- iv. Training required to implement new processes and transform culture, as well as to indoctrinate new employees and contractors to DHMS standard practices.

2.2.7. “SPECIFICALLY NEGOTIATED LICENSE RIGHTS” or “SNLR” means the rights to:

- i. Access, use, modify, reproduce, release, perform, display, or disclose DHMS IP within the GOVERNMENT without restriction; and,
- ii. Subject to the terms of this Agreement, release, distribute or disclose DHMS IP outside the GOVERNMENT and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose the software or documentation for DHMS PURPOSES.

2.2.8. “TD” means DHMS IP that is technical data. TD includes CS documentation.

3. GRANT OF RIGHTS

3.1. Subject to the terms and conditions of this AGREEMENT, CONTRACTOR grants SPECIFICALLY NEGOTIATED LICENSE RIGHTS in the DHMS IP to the GOVERNMENT.

3.2. CONTRACTOR shall not assert patent rights, trade secret protections, data rights, or any form of intellectual property protection, either against GOVERNMENT or against third parties, which would limit the GOVERNMENT’s full exercise of its SPECIFICALLY NEGOTIATED LICENSE RIGHTS in the DHMS IP.

3.3. The GOVERNMENT shall have Unlimited Rights in all other TD and CS (other than the DHMS IP as listed above) that have been delivered under the CONTRACT, unless data rights on such TD and CS has been previously asserted in provision a data rights assertions list that complies with Clause 252.227-7017, Identification and Assertion of Use, Release, or Disclosure Restrictions.

3.4 The GOVERNMENT shall have the rights to use, modify, reproduce, perform, display, release, or disclose in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so any commercial TD or CS (other than DHMS IP) that is delivered under the CONTRACT, unless that commercial TD/CS is not DHMS IP, and is listed in a task order (as modified if post-award assertions are accepted by the Government) with license terms that are consistent with federal procurement law.

4. TITLE

The GOVERNMENT acknowledges that title to and ownership of all intellectual property rights in the DHMS IP are and shall remain with CONTRACTOR and its licensors. The GOVERNMENT acquires only the rights to the DHMS IP as defined herein and in accordance with this AGREEMENT, and does not acquire any ownership rights or title in or to the DHMS IP or that of CONTRACTOR’s licensors. Accordingly, the GOVERNMENT shall:

- (A) not alter, publish, republish, perform, distribute, assign, sublicense, sell, adapt, lease, rent, reverse compile, reverse engineer, reverse assemble, transmit, display, decompile, translate, or use the DHMS IP other than as expressly permitted by this AGREEMENT;
- (B) take appropriate action by instruction, agreement, or otherwise, to ensure that the DHMS IP are used solely in the manner permitted under this AGREEMENT;

- (C) act promptly to prevent any breach hereof of the Grant of Rights by any of its employees, agents or contractors; and,
(D) immediately notify CONTRACTOR of any material violation of this Grant of Rights in this AGREEMENT.

5. MARKING REQUIREMENTS

5.1. CONTRACTOR shall mark all DHMS IP delivered under the AGREEMENT as follows:

Special License Rights

The Government's rights to use, modify, reproduce, release, perform, display or disclose this technical data/computer software are restricted by Contract No. HT0038-21-D-XXXX*. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

5.2. CONTRACTOR may also place copyright notices on such TD/CS in the following format: "© YYYY, CONTRACTOR." The GOVERNMENT will not remove any copyright notices from the DHMS IP, provided the copyright notice is in the format prescribed in this section. However, the CONTRACTOR may not add any additional language to the copyright notice (such as "All Rights Reserved", for example) that could cause confusion to future end users as to the scope of SNLR in the DHMS IP in any copyright notice placed on DHMS IP delivered under the CONTRACT with SNLR. The GOVERNMENT shall have the rights to remove such language without notice to CONTRACTOR, and at CONTRACTOR's expense.

6. DISPUTES

6.1. Marking Disputes.

6.1.1. Any disputes regarding CONTRACTOR's or any third party's markings of DHMS IP under this AGREEMENT (other than as agreed to in Section 5) shall be addressed in accordance with the clause DFARS 252.227-7019 ("Validation of Asserted Restrictions--Computer Software") or DFARS 252.227-7037 ("Validation of Restrictive Markings on Technical Data"), as applicable.

6.1.2. If unjustified or nonconforming third party markings are found in DHMS IP, CONTRACTOR agrees (at its cost) to: (i) obtain written permission from the third party to allow the GOVERNMENT to remove or ignore the marking (provided the GOVERNMENT uses the applicable DHMS IP in accordance with this AGREEMENT); or, (ii) modify the DHMS IP by replacing it with other DHMS IP that is at least functionally equivalent to the DHMS IP at issue, and that is not marked with third party markings. In cases where the DHMS IP is modified and/or replaced, the GOVERNMENT shall be afforded a reasonable opportunity to transition to the modified/replacement DHMS IP before discontinuing use of the DHMS IP containing the third party markings.

6.2. Other Disputes Not Related to Markings.

All other disputes arising under this AGREEMENT shall be governed by the Disputes clause in the CONTRACT.

7. REPRESENTATIONS, WARRANTIES AND INDEMNIFICATION

7.1. CONTRACTOR Representations.

7.1.1. CONTRACTOR represents and warrants with respect to the DHMS IP that it has the corporate power to extend the rights in this AGREEMENT, and that it has not made and will not make any commitments to others that are inconsistent with or in derogation of such rights.

7.1.2. CONTRACTOR represents that as of the date of the AGREEMENT, the DHMS IP that is CS is free of reasonably detectable computer viruses, self-help code and unauthorized code. "Self-help code" means any back door, time bomb, drop dead device or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of anyone other than GOVERNMENT. "Unauthorized code" means any virus, Trojan horse, worm or other software routines or hardware designed to permit unauthorized access, to disable, erase or otherwise harm software, hardware or data or to perform any other such actions.

7.1.3. CONTRACTOR agrees to: (1) defend the GOVERNMENT and its officers, employees and authorized contractors against any claim by a third party claimant alleging infringement of any United States patent, copyright, or trade secret arising out of GOVERNMENT's use of DHMS IP consistent with the license grant hereunder (each, a "Third Party Claim"), and (2) pay all expenses, damages, judgments and costs (including any reasonable attorney fees, collectively, the "losses"), that a court finally awards against GOVERNMENT or its authorized agents or that are included in a negotiated settlement approved by CONTRACTOR, provided, that, GOVERNMENT promptly notifies CONTRACTOR in writing of the alleged claim; cooperates with CONTRACTOR in the defense of the Third Party Claim, at CONTRACTOR's expense; and allows CONTRACTOR to control the defense and any related settlement negotiations for the Third Party Claim. CONTRACTOR's duties of defense and indemnification are limited to infringements that are due to CONTRACTOR's actions or that CONTRACTOR knew or should have known about as of the award date of the CONTRACT.

7.1.4. CONTRACTOR has no obligation to defend or indemnify GOVERNMENT against any claim arising from or related to: (1) DHMS IP that has been altered by the Government or another contractor after delivery by the CONTRACTOR; and (2) use of the DHMS IP in combination with other hardware or software, when the claim is based on the combination.

7.1.5. If a Third Party Claim is made or appears likely to be made, GOVERNMENT agrees to permit CONTRACTOR to (i) obtain rights to allow the GOVERNMENT to continue to use the DHMS IP pertaining to the Third Party Claim, (ii) modify it, or (iii) replace it with other DHMS IP that is at least functionally equivalent to the DHMS IP at issue. In cases where the DHMS IP is modified or replaced, the GOVERNMENT shall be afforded a reasonable opportunity to transition to the modified/replacement DHMS IP before discontinuing use of the DHMS IP pertaining to the Third Party Claim. After transitioning to the replacement DHMS IP, the GOVERNMENT shall return the discontinued DHMS IP to CONTRACTOR upon its written request to GOVERNMENT. CONTRACTOR and the GOVERNMENT will then promptly negotiate a fair refund to be paid to the GOVERNMENT.

7.2. GOVERNMENT Representations.

The GOVERNMENT represents that it shall require recipients to execute the non-disclosure agreement specified at DFARS 227.7103-7, Use and Non-Disclosure Agreement (hereinafter, NDA), or that the recipient, if a contractor, has DFARS §252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends incorporated into its contract, before disclosing any DHMS IP to a recipient outside of GOVERNMENT. A copy of the executed NDA shall be provided to CONTRACTOR. The NDA shall name the CONTRACTOR as a third party beneficiary, to provide the CONTRACTOR an opportunity to enforce the NDA, if needed.

8. RESERVED

9. DELIVERY

9.1. Ordering and Delivery Requirement.

The GOVERNMENT shall make all reasonable efforts to specify what DHMS IP is required to be delivered at the award of each task order. However, because of the complexity of the procurement, the GOVERNMENT cannot be certain that it has ordered all DHMS IP that is needed for DHMS PURPOSES. Therefore, the parties agree that execution of the CONTRACT constitutes a GOVERNMENT ordering of DHMS IP and a request for delivery of DHMS IP by the Government, but only for purposes of satisfying the FAR/DFARS formalities so that the SNLR in the DHMS IP vest in the GOVERNMENT. The actual delivery requirements, procedures (access, transfer, etc.) and timetables shall be in accordance with the CONTRACT.

10. GENERAL

10.1. Integration and Order of Precedence.

This AGREEMENT is part of the CONTRACT, and together they shall be the entire agreement between the parties in relation to the DHMS IP, to the exclusion of all antecedent or present representations, undertakings, agreements

or warranties, express or implied. In case of conflicts between the AGREEMENT and another part of the CONTRACT, the CONTRACT Order of Precedence clause shall govern whether the AGREEMENT or the CONTRACT shall take precedence.

10.2. Failures and Omissions.

A failure or omission by either party to enforce any remedy for any breach of any term or condition of this AGREEMENT shall not be construed as a waiver of such term or conditions.

10.3. Assignment, Sublicensing and Transfer.

This AGREEMENT shall not be assigned, sublicensed nor transferred by CONTRACTOR without prior written agreement of GOVERNMENT. The CONTRACTOR shall flow down the requirements of this agreement to all subcontractors.

10.4. Articles, Sections and Paragraphs.

The division of this AGREEMENT into articles, sections, and/or paragraphs and the insertion of paragraph headings are for convenience of reference only and shall not affect the construction or interpretation of the terms of this AGREEMENT.

10.5. Amendments and Modifications.

No amendments to or modifications of this AGREEMENT shall be effective unless reduced to writing and executed by the Parties hereto.

10.6. No Endorsement.

THIS AGREEMENT DOES NOT, IN ANY MANNER, CONSTITUTE AN ENDORSEMENT BY GOVERNMENT OF ANY RESULTS, RESULTING DESIGNS, HARDWARE, SOFTWARE OR ANY OTHER APPLICATIONS RESULTING FROM THE USE OF DHMS IP UNDER THIS AGREEMENT. THIS AGREEMENT DOES NOT OBLIGATE THE GOVERNMENT IN ANY WAY, SHAPE OR FORM TO AWARD FUTURE PROCUREMENTS TO CONTRACTOR.

10.7. Choice of Law.

This AGREEMENT is subject solely to United States Federal law for all purposes, including, but not limited to, jurisdiction and venue, determining the validity of this AGREEMENT, the meaning of its provisions, and the rights, obligations and remedies of the parties.

10.8. CONTRACTOR Contractual Obligations.

Nothing in this AGREEMENT excuses or relieves CONTRACTOR from its performance of any contractual requirements with or contractual obligation to GOVERNMENT that is beyond the scope of this AGREEMENT.

10.9. TD/CS Classification.

10.9.1. RESERVED

10.9.2. GOVERNMENT and CONTRACTOR agree that DHMS IP associated with training as defined in 2.2.5(iii) is necessary for training on DHMS, and as such is classified as Operations, Maintenance, Installation and Training (OMIT) IP.

**To be determined at contract award.*
(End of Clause)

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES
OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2020)**

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

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

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

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

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).

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

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

(5) [Reserved]

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

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

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) (31 U.S.C. 6101 note).

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

(10) [Reserved]

(11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) (15 U.S.C. 657a).

(ii) Alternate I (MAR 2020) of 52.219-3.

(12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the Offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(ii) Alternate I (MAR 2020) of 52.219-4.

(13) [Reserved]

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

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

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

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

X (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).

X** (17)(i) 52.219-9, Small Business Subcontracting Plan (JUN 2020) (15 U.S.C. 637(d)(4)).

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

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

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

(v) Alternate IV (JUN 2020) of 52.219-9.

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

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

X* (19) 52.219-14, Limitations on Subcontracting (MAR 2020) (15 U.S.C. 637(a)(14)).

X**(20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) (15 U.S.C. 657f).

X*(22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (NOV 2020) (15 U.S.C. 632(a)(2)).

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

(23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (MAR 2020) (15 U.S.C. 637(m)).

(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (MAR 2020) (15 U.S.C. 637(m)).

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

(26) 52.219-33, Nonmanufacturer Rule (MAR 2020) (15 U.S.C. 637(a)(17)).

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

- X (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2020) (E.O. 13126).
- X (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- X (30)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).
- (ii) Alternate I (FEB 1999) of 52.222-26.
- X (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- (ii) Alternate I (JUL 2014) of 52.222-35.
- X (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- (ii) Alternate I (JUL 2014) of 52.222-36.
- X (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- X (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- X (35)(i) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- X (36) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- X (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- X (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- X (40) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (OCT 2015) of 52.223-13.
- X (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (JUN 2014) of 52.223-14.
- X (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).
- X (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- (ii) Alternate I (JUN 2014) of 52.223-16.

- X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
- (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- X (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (ii) Alternate I (JAN 2017) of 52.224-3.
- (48) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 83).
- (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (ii) Alternate I (MAY 2014) of 52.225-3.
- (iii) Alternate II (MAY 2014) of 52.225-3.
- (iv) Alternate III (MAY 2014) of 52.225-3.
- (50) 52.225-5, Trade Agreements (OCT 2019) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150
- (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
- (55) 52.229-12, Tax on Certain Foreign Procurements (JUN 2020).
- (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (57) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- X (58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).
- (59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).
- (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- X (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- X (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).
- (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Apx. 1241(b) and 10 U.S.C. 2631).

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

(iii) Alternate II (FEB 2006) of 52.247-64.

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

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

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

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

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

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

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

X (7) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020) (E.O. 13658).

X (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

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

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

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

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

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

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for

commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).

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

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

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

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

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).

(xiii) X (A) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

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

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

(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020) (E.O. 13658).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (Jan 2017) of [52.224-3](#).

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

*Line items identified as Lot 2 in the schedule are set-aside for small business; clauses applicable to these set-asides will be incorporated in task orders issued under Lot 2. Notably, the limitations of 52.219-14 will only apply to orders issued against Lot 2.

**Line items identified as Lot 1 in the schedule are not set-aside. Subcontracting plan requirements will be incorporated into Lot 1 contract awards.

***Applicability of the Service Contract Act will be applied to individual task orders when utilization of service employees exceeds the thresholds defined in FAR Part 22. Contractors will supply, as part of task order proposals, identification of any service employees and the applicable wage determinations to incorporate the appropriate provisions in resulting task orders.

(End of clause)

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JUN 2020) (TAILORED)

1.0 Solicitation Information

This solicitation seeks competitive offers and is partially set-aside for small businesses, as delineated on the SF-1449 cover sheet (including NAICS and size standards).

Lot 2 (see schedule for line items) awards are set-aside for Small Businesses (SB) only.

Four sets of instructions are provided (excluding this section for Solicitation Information):

2.0 General Instructions that apply to both Lots

3.0 Proposal Content that applies to both Lots

4.0 Lot 1 Proposal Instructions

5.0 Lot 2 Proposal Instructions

2.0 General Instructions

Points of Contact (POC): Below are the only points of contact for this solicitation. All questions or concerns shall be submitted through to the Contracting Officer (KO) and Contract Specialist (KS), using the submission instructions below. All proposal submissions shall be submitted using the instructions in Section 2.2 below. If a problem with AcquiServe arises, notify the KO and KS immediately through the emails listed below. Service of protest to the Agency shall be submitted to the e-mail addresses below. No other correspondence sent to email will be read or answered.

Table 1: Point of Contacts

Name	Title	Email
Ms. Joyce Elaine Pace-Reed	Procuring Contracting Officer	joyce.e.pace-reed.civ@mail.mil
Ms. Sonya Edom	Contract Specialist	sonya.m.edom.civ@mail.mil

2.1. Instructions to Offerors (ITO)

2.1.1 Offeror Lot Submissions

An Offeror must propose on all items in either Lot 1 or Lot 2 to be eligible for award in the respective Lot.

Offerors are not permitted to submit offers in both lots nor to submit more than one Prime offer in either Lot.

Primes for Lot 1 may NOT participate in Lot 2 as subcontractors or team members.

Prime contractors for Lot 2 may participate in Lot 1 as subcontractors or team members.

Alternate proposals will not be accepted. If an Offeror (1) fails or refuses to assent to any of the terms and conditions of this RFP, (2) proposes additional terms or conditions, (3) conditions its proposal with assumptions or (4) fails to submit any of the information required by this solicitation, then the Government may consider the offer to be unacceptable and therefore ineligible for contract award.

The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. Offerors shall assume the Government has no prior knowledge of its facilities and experience and will base its evaluation on the information presented in the Offeror's proposal.

Offerors are reminded digital transformation at the scale contemplated by this solicitation is extremely difficult to achieve. Even in the commercial sector, most such efforts fail. As a result, the required quality level of performance for this effort will be extremely high. Accordingly, the Government may consider any failure to comply with these instructions to be indicative of what could be expected from an Offeror during contract performance and may consider it a weakness of the proposal in the appropriate factors. Statements such as "will comply," "noted and understood," "in accordance with best/industry practices/standards," etc., without supporting narrative are not acceptable. Cursory responses or responses that merely **reiterate or paraphrase the solicitation language, or other information provided by the Government, will not be considered to satisfy the requirements of the RFP.**

2.1.2 System for Award Management (SAM).

Offerors will not be eligible to receive a contract award unless they are registered in SAM at the time of proposal submission and maintain an active record in SAM.

2.1.2.1 Contractor Teaming Arrangements & Joint Ventures

If an Offeror is proposing under FAR 9.601(1), where there is a joint venture or partnership, the combined entity shall be registered in SAM, and the SF1449 must reflect the combined entity as the Prime.

Please note that FAR 9.603 requires the arrangements and company relationships to be fully disclosed with the offer. This would be done in Volume VI, Section 7.

2.1.3 Lot Definitions

WF3 consists of two (2) Lots with different proposal instructions and evaluations for each; appropriate to the structure and definition of problems for the applicable mission partner.

2.1.3.1 Lot 1

Lot 1 consists of task orders necessary to establish one, seamless team accountable for achieving the specified transformation and growth metrics over a specified length of time to be continuously evaluated against the organization's transformation outcomes. This Lot includes the work necessary to ensure that all in-scope functions necessary for operation of the "world class technology" organization are performed in accordance with the agreed upon designs. Lot 1 awardees are accountable to the overall delivery of the new workforce paradigm.

2.1.3.2 Lot 2

Lot 2 awardees will perform the work necessary to solve finite, specific projects that cover the full spectrum of complexity and difficulty, and may result in the delivery of events, reports, studies, processes, or operations. Rather than focusing on the full breadth of transformation and operation over a specified duration, and on an annual basis like Lot 1, Lot 2 orders will identify one or more specific problems to be solved over problem-specific durations, as they are identified. Lot 2 orders may independently supplement the functions and transformation activities occurring in Lot 1 from time-to-time. It is expected that more than one Lot 2 order may be active, solving their respective problems, at any given time.

2.2 Proposal Submission Instructions for AcquiServe

Offerors shall upload all required proposal documentation and forms to the DHMS-WF3 AcquiServe Vendor Portal (<https://acquiserve.edgeaws.noblis.org/DHMS-WF3>). Electronic submissions must be complete no later than **June 2,**

2021 at 12:29:59 PM Eastern Daylight Time. Paper copies, email submissions, and/or any other type of proposal submission will NOT be accepted. In progress uploads will be considered late if not COMPLETED by this deadline. Uploads that are in progress at the deadline will be considered late. Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. Offerors are cautioned to begin uploads well in advance of the deadline to avoid any technical issues. If Subcontractors submit encrypted proposal documentation to Primes, the Subcontractor must also send a separate email with the encryption keys to the Government POCs specified in Table 1 above no later than **June 2, 2021 at 12:29:59 PM Eastern Daylight Time.** The Government will notify the Prime within 1 business day of receipt of Subcontractor encrypted information.

DHMS-WF3 AcquiServe Vendor Portal. A prerequisite for accessing the AcquiServe Vendor Portal is all Offerors must own and register with one of the following:

1. A Department of Defense Common Access Card (CAC) or U.S Government issued Personal Identity Verification (PIV) card.
2. A Department of Defense External Certificate Authority (ECA) Medium Assurance Certificate. Offerors may purchase an ECA through IdenTrust (<https://www.identrust.com/certificates/dod-eca-programs>) or Operational Research Consultants (<https://eca.orc.com>).

To obtain access to the AcquiServe Vendor Portal, all Offerors must fill out and submit a Designated AcquiServe User Form found in Attachment 8 to DHMS-WF3.VendorHelp@noblis.org. Once your User Form has been accepted by the Noblis AcquiServe Admins, you may submit your credentials from the prerequisite by visiting <https://acquireserve.edgeaws.noblis.org/DHMS-WF3> and following the directions on the AcquiServe Vendor Portal. Registrations, including user certificate, will not be accepted after **May 25, 2021 at 12:29:59 PM Eastern Daylight Time.**

Specific instructions on the access and use of the AcquiServe Vendor Portal can be found in Attachment 7, DHMS-WF3 AcquiServe User Guide. Questions regarding the AcquiServe Vendor Portal may be sent to Noblis via e-mail at DHMS-WF3.VendorHelp@noblis.org or by calling the AcquiServe Vendor Portal Help Desk at (703) 610-2040.

2.3 Communications

Exchanges between the Government and Offerors will be controlled by the KO and KS and utilize the AcquiServe Portal. Offerors must submit all communications via AcquiServe Portal, except for live oral discussions.

2.3.1 Lot 1

The Government intends to establish a competitive range(s) and hold discussions with only those Offerors in the competitive range. Multiple competitive range determinations may be made, at any time, with or without proposal revisions.

When discussions are held for Lot 1, additional instructions for the resulting exchanges will be provided.

2.3.1.1 Correction Potential of Proposals

Offerors are advised to submit initial proposals that are well defined and clearly acceptable without additional information, additional or substitute pages. The Government will consider, throughout the evaluation, the "correction potential" of any deficiency. The judgment of such "correction potential" is within the sole discretion of the Government. If an aspect of an Offeror's proposal does not meet the Government's requirements and is not considered correctable, the Offeror may be omitted from the initial competitive range or otherwise eliminated from competition. Accordingly, initial proposals should contain the Offeror's best terms, and the Offeror should not rely on the potential for future negotiations.

2.3.1.2 Evaluation Notices (EN)

ENs may be used for clarification or communication purposes as well as discussions. Responses to the ENs will be evaluated in accordance with the evaluation criteria stated herein. Failure to respond to ENs will eliminate the Offeror from further evaluation and consideration for award. No written ENs will be issued for oral presentations.

2.3.1.3 Interim Proposal Revisions (IPR)

In conjunction with discussions, the KO will provide each Offeror remaining in the competitive range an opportunity to submit an IPR. Offerors shall submit all IPR documentation and forms to the DHMS-WF3 AcquiServe Vendor Portal (<https://acquiserve.edgeaws.noblis.org/DHMS-WF3>). Table 2: Lot 1 Proposal Volumes provides a list of each documents, page limits, and file formats for Volume VII: Interim Proposal Revision for Lot 1 only.

The DHMS-WF3 AcquiServe Vendor Portal will reopen starting Tuesday, **October 26, 2021 at 12:29:59 PM Eastern Daylight Time** for IPR submissions and will close **November 2, 2021 at 12:29:59 PM Eastern Daylight Time**. IPRs will be evaluated in accordance with the evaluation criteria stated herein. After receipt of the IPR, the Government intends to make award decisions without obtaining further revisions, except those described in 2.3.1.4.

2.3.1.4 Responsibility and Final Proposal Revisions (FPR)

After the award decisions are made, the Government will conduct responsibility exchanges, with the selected awardees, to resolve final matters of responsibility standards and compliance, such as Organizational Conflict of Interest mitigations, initial task order details for the Design-To-Outcome task order (such as final revisions to the PWS and QASP), and Subcontracting Plans. Once exchanges are completed, the KO will close discussions and request FPRs. The selected awardees will not be permitted or allowed to use their FPRs to make substantive changes to the proposal. Rather, the FPRs will reflect only those changes associated with the ratification language of final responsibility exchanges with the Government. The FPR amendment will contain the appropriate instructions for submission of FPRs.

2.3.2 Lot 2

The Government will award without discussions or establishment of a competitive range.

As the Government will not hold discussions, Offerors are advised to submit initial proposals that are well defined and clearly acceptable without additional information, additional or substitute pages. Further, initial proposals should contain the Offeror's best terms rather than relying on the potential for future negotiations.

2.4 Amendments to Solicitation

If this RFP is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this request by the day and time specified in the amendment(s).

2.5 Period of Acceptance of Offers

The Offeror agrees to hold its proposal firm **through December 31, 2021**.

2.6 Solicitation Question Instructions

Offerors shall upload all solicitation questions to the DHMS-WF3 AcquiServe Vendor Portal (<https://acquiserve.edgeaws.noblis.org/DHMS-WF3>) Solicitation Questions must be received no later than **May 25, 2021 at 10:29:59 AM Eastern Daylight Time**. Paper copies, email submissions, and/or any other type of questions will NOT be accepted. The Government will provide a response to the questions, via the DHMS-WF3 AcquiServe Vendor Portal within 5 business days of receipt. To access the Q&A functionality of the DHMS-WF3 AcquiServe Vendor Portal (<https://acquiserve.edgeaws.noblis.org/DHMS-WF3>), Offerors must be registered and authenticated as noted in Section 2.2 Proposal Submission Instructions for AcquiServe. For detailed instructions on registering, solicitation question submission, and viewing Government responses please refer to Attachment 8: AcquiServe User Guide.

2.7 Discrepancies

If an Offeror believes that the requirements in these instructions contain an error, omission, or are otherwise unsound, the Offeror shall immediately notify the KO in writing with supporting rationale as well as the remedies the Offeror is asking the KO to consider as related to the omission or error.

3.0 Proposal Content

The purpose of these instructions is to prescribe the format of proposals and describe the approach for the development and presentation of proposal information. Proposals shall be submitted in accordance with these instructions or will be considered non-compliant.

3.1 Page Limitations

All proposals must comply with the page limitations identified in the applicable tables below. Page limitations shall be treated as maximums. If exceeded, the excess pages will not be read or considered in the evaluation of the proposal. Title pages, cover pages, tables of contents, tab indexing, glossaries, and lists of tables and figures are not included in page limitations and shall be incorporated into the beginning of the first sequential electronic file of each volume. Legible tables, charts, graphs and figures may be used to depict organizations, systems and layout, implementation schedules, plans, etc., when described under specific factors below.

3.2 Page Size and Format for Written Proposal Submission

A page is defined as one 8.5" x 11" electronic page with 1" margins and no smaller than a 10-point font size. The font shall be Times New Roman. NOTE: The font size limitation applies to all narrative elements, graphics, art, figures, imported charts, charts, and any other graphical representation that includes text (font type can be varied depending on the medium). Pages shall be numbered sequentially by volume. Pages shall include line numbering to support review. These limitations do not apply to the Knowledge Check submission in Lot 1, Subfactor 2.1. The page size limitations do not apply to the Pricing Narrative, Lot 1, Factor 4. The limitations do not apply for pre-existing documents captured in screenshots.

3.3 Title Page (not included in the page count)

Each volume must include a title page. The title pages must show:

- Solicitation Number
- Name, address, telephone numbers and e-mail address of the Offeror

3.4 Cross-Referencing

The proposal volumes shall be written on a stand-alone basis so that its contents may be evaluated without cross-referencing to another volume. Information required for proposal evaluation which is not found in its designated volume will be assumed to have been omitted from the proposal.

3.5 Indexing

Each volume shall contain a detailed Table of Contents to delineate the subparagraphs within that volume. Tab indexing shall be used to identify sections and will not count against page limitations IAW paragraph 3.1.

3.6 Glossary of Abbreviations and Acronyms

Each volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. As stated above in paragraph 3.1, glossaries do not count against the page limitations for their respective volumes.

3.7 Compliant

Documents submitted in response to this solicitation must be fully compliant to and consistent with the terms and conditions of the solicitation or may result in being rejected as noncompliant and not being evaluated.

4.0 Lot 1 Proposal Instructions

Table 2 provides a list of each volume, documents, page limits, and file formats for **Lot 1** only.

Table 2: Lot 1 Proposal Volumes

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Table 2: Lot 1 Proposal Volumes			
ITEM	ELECTRONIC FILE NAME	FILE TYPE	PAGE LIMITS
Volume I: Factor 1 - Gate Criteria			
Subfactor 1.1: Disruptive Outcomes	WF3_L1_OfferorName_Factor1_Gate	.pdf	18
Subfactor 1.2: Product Prowess			
Subfactor 1.3: Talent Management			
Volume II: Factor 2 – Transformation Approach			
Subfactor 2.1: Knowledge Check	WF3_L1_OfferorName_Factor2.1_KnowledgeCheck	.pdf	2
Subfactor 2.2: Small Business Participation	WF3_L1_OfferorName_Factor2.2_SmallBus	.pdf	2 [‡]

Subfactor 2.3: Basis of Estimate	WF3_L1_OfferorName_Factor2.3_BOE	.xls(x)	UNL
Basis of Estimate Narrative	WF3_L1_OfferorName_Factor2.3_BOENarrative	.pdf	UNL
Volume III: Factor 3 – Behavior Model			
Behavior Model	WF3_L1_OfferorName_Factor3_BehaviorModel	.pdf	12
Volume IV: Factor 4 – Price Proposal			
Price Worksheet	WF3_L1_OfferorName_Factor4_EvalTemplate	.xls(x)	UNL
Pricing Narrative	WF3_L1_OfferorName_Factor4_PricingNarrative	.pdf	UNL
Volume V: Factor 5 – Challenge Scenario†			
Recording of Live Response to Challenge Scenario	WF3_L1_OfferorName_Factor5_Recording	.mp4	N/A
List of Attendees (includes Virtual)	WF3_L1_OfferorName_Factor5_Participants	.xls(x)	1
Volume VI: Contract Documents			
Section 1: Cover Letter	WF3_L1_OfferorName_CoverLetter	.pdf	5
Section 2: Organizational Conflict of Interest (OCI) Declaration and Disclosure	WF3_L1_OfferorName_OCI	.pdf	UNL
Section 3: Support Contractor Proposal Access Consent Form	WF3_L1_OfferorName_AccessConsentForm	.pdf	UNL
Section 4: Small Business Subcontracting Plan	WF3_L1_OfferorName_SmallBusSubPlan	.pdf	UNL
Section 5: Cloud Computing Services Agreements	WF3_L1_OfferorName_CloudAgreements	.pdf	UNL
Section 6: Task Order Documents†	WF3_L1_OfferorName_PWS_[task order name] WF3_L1_OfferorName_QASP_[task order name] WF3_L1_OfferorName_CDRLs_[task order name] WF3_L1_OfferorName_XX_[task order name]	.pdf	UNL
Section 7: Teaming Agreements	WF3_L1_OfferorName_TeamingAgreements	.pdf	UNL
Section 8: Representations and Certifications	WF3_L1_OfferorName_RepresentationsCertifications	.pdf	UNL
Section 9: Signed SF1449 and SF30(s)	WF3_L1_OfferorName_SignedCoverPages	.pdf	UNL
*Volume VII: Interim Proposal Revisions			
IPR: Enclosure 1 Discussion and Information	WF3_L1_OfferorName_DiscussionAndInformation_IPR	.xls(s)	UNL
IPR_Subfactor 2.1: Knowledge Check	WF3_L1_OfferorName_Factor2.1_KnowledgeCheck_IPR	.pdf	2
IPR_Subfactor 2.2: Small Business Participation	WF3_L1_OfferorName_Factor2.2_SmallBus_IPR	.pdf	2‡
IPR_Subfactor 2.2: Small Business Worksheet	WF3_L1_OfferorName_Factor2.2_SmallBusTemplate	.xls(x)	2
IPR_Subfactor 2.3: Basis of Estimate	WF3_L1_OfferorName_Factor2.3_BOE_IPR	.xls(x)	UNL
IPR_Subfactor 2.3: Basis of Estimate Narrative	WF3_L1_OfferorName_Factor2.3_BOENarrative_IPR	.pdf	UNL
IPR_Factor_3_Behavior Model	WF3_L1_OfferorName_Factor3_BehaviorModel	.pdf	12
IPR_Factor_4_Price Worksheet	WF3_L1_OfferorName_Factor4_EvalTemplate	.xls(x)	UNL
IPR_Factor_4_Pricing Narrative	WF3_L1_OfferorName_Factor4_PricingNarrative	.pdf	UNL
Signed SF30	WF3_L1_OfferorName_SignedCoverPages	.pdf	UNL

1537

1538 *NOTE: Volumes shall consist of the information specified for each evaluation factor and Subfactor listed below. No*
1539 *pricing information shall be included in Volumes I, II, III, V, and VI unless specifically directed to do so.*

1540

1541 ‡The table identifying subcontractors do not count against the page limit. Teaming Arrangements artifacts should be
1542 submitted as part of Volume VI, Section 7.

†*Instructions for providing Task Order Documents will be provided to Offerors included in the competitive range for submission with Interim Proposal Revisions. Volume V shall be jointly conducted between Government and select Offerors in the competitive range. These are NOT required at time of initial proposal submission and any additional submissions will NOT be evaluated.*

**Instructions for providing IPRs will be provided to Offerors in a Notice of Inclusion.*

FACTOR 1: Gate Criteria

For the purposes of Factor 1 (including Subfactors), Gate Criteria, the focus is on essential criteria that differentiate WF3 from more typical Defense acquisitions. Offerors should use (or consider) these criteria to pursue teaming with complementary industry partners that possess the requisite experience for delivering a holistic digital transformation. The Government encourages Offerors to re-use existing data and evidence to prepare their submissions. If applicable, experience from a single engagement may be used for both Subfactor 1.1 and 1.2. Offerors shall utilize Attachment 2, Lot 1 Gate Form, and their responses shall fully address the query within the allotted attachment space. Additional artifacts must be incorporated into the Gate Form as attachments and are included in the page limits.

This supporting evidence may include engagement letters, press releases, financial documentation, and other artifacts demonstrating that the referenced experience meets the capability requirements. Offerors should only provide the portion of an artifact relevant to the respective capability, for example a cover page and/or signature page in lieu of an entire document. Accordingly, the Government encourages Offerors to re-use existing documentation to prepare this submission, instead of creating new documents, to the extent practicable. The Government will not allow linkage to external sites as evidence; it is incumbent on the Offeror to capture and convert the necessary data to be included in the specified file format.

The Government does not allow (and will not consider) “Other” metrics submitted by Offerors (i.e., metrics other than those described in the Evaluation Criteria section of this solicitation applicable to the Factor 1 Subfactors) due to the subjective nature of such metrics. As the Gate criteria will be graded as Acceptable/Unacceptable, only clearly-defined, consistent objective metrics are suitable. However, the Government will accept derived calculations (i.e., alternative measurements that serve as a clear-and-direct analog to the required metric with reasonable conversions) to demonstrate fulfillment of the stated metric thresholds given sufficient evidentiary data.

Offerors are encouraged to utilize restrictive markings on proprietary information, in accordance with FAR Part 3.104-4. The Government will exercise strict controls to ensure that nothing submitted during the source selection process is distributed beyond the circle of people required to evaluate that information.

The Offeror shall provide the following information for Factor 1:

Subfactor 1.1: Disruptive Outcomes

This Gate element verifies the Offeror’s expertise at defining, driving, and measuring value throughout a transformation initiative. The Prime shall demonstrate experience in achieving significant performance improvements for client operations by successfully achieving a digital transformation. The referenced transformations must have been implemented in support of a technology-enabled organization, must have resulted in enduring value for a sustained period of time, and must have occurred within five (5) years prior to RFP release. For the purposes of the Offeror response on Subfactor 1.1, “technology-enabled organization” refers to a standalone company or clearly-identified business unit of a larger enterprise that achieves its core capabilities or competitive advantages through the use of technology and/or digital products. The referenced transformation must have occurred in support of a client as part of a professional services engagement (i.e., not referencing an internal transformation that occurred within the Offeror organization).

Team member and/or sub-contractor experience WILL NOT BE accepted for this Gate. If an Offeror is proposing under FAR 9.601(2), the Government would treat this as a prime/subcontractor relationship and award to the contractor identified as the Prime, in which case only the Prime’s experience would be accepted. If an Offeror is proposing under FAR 9.601(1), where there is a joint venture or partnership, and the SF-1449 and resulting contract reflects the combined entity as the Prime, the combined entity’s experience will be accepted as the Prime.

For an Acceptable proposal, the Prime Offeror shall provide details for an engagement that:

- 1) Transformed a technology enterprise/organization within a parent organization operating on an annual budget or revenue of >\$200M at the start of the engagement effort,
- 2) Occurred as part of a services engagement lasting >12 months,
- 3) Achieved >20% annual enhancement over baseline figures for three of the listed measures associated with the client organization and their products/services

The Offeror shall also provide a redacted, signed portion of the engagement contract providing evidence of the Offeror's participation and completion in the effort. The Offeror may provide simplified, redacted, or public financial artifacts and/or references demonstrating the client's budget or revenue measurements.

Subfactor 1.2: Product Prowess

This Gate element verifies the Offeror's expertise at supporting novel product design and development initiatives. The Offeror shall demonstrate experience in successful go-to-market efforts for "*significant new technology product*," defined as a product effort that differs significantly in characteristics or intended use from previously produced products. *Significant new technology products* will create a new revenue stream that leads to increased profitability within a planned time frame and maintain individual and attributable Profit & Loss measurements. This is in contrast to a new *feature* that aims only to create a greater market share for the company's existing product line. The referenced product must have been supported by a client services engagement (i.e., not referencing an internal product development effort that occurred within the Offeror organization). Alternatively, the Offeror may demonstrate experience in successful incubation of significant new technology product internal to the customer's operations that resulted in cost savings or Internal Rate of Return (IRR) for the customer organization. Team member and/or sub-contractor experience **will** be accepted for this Gate.

For an Acceptable proposal, the Offeror shall provide details for an engagement supporting a product that:

- 1) Achieved Time-to-Market/Time-to-Customer (i.e., general availability of the product in the open market or to internal customer employees) within 24 months of product inception and/or kickoff of product development efforts
- 2) Achieved product Break-Even-Point (i.e., resultant product gross revenue is equal to total expenditures invested into the product thus achieving a net profit of \$0) or Internal Cost Recovery (i.e., realized cost savings equal to initial investment) within 36 months
- 3) Achieved a Return-on-Investment (i.e., net profit or realized cost savings aligned to the product-specific business line as percentage of total expenditures) of at least 10% at any point of the product lifecycle
- 4) A Compound Annual Growth Rate (i.e., CAGR aligned to the product-specific business line) or Internal Rate of Return (i.e., return on investment for internal product development) of 20% as measured across any specific (not to exceed) 3-year period of the product lifecycle

The Offeror shall provide a redacted, signed portion of the engagement contract providing evidence of the Offeror's participation and completion in the effort. The Offeror may also provide redacted and/or simplified financial artifacts substantiating the product measurements.

Subfactor 1.3: Talent Management

Successful and enduring (defined as long-term, transformative changes with positive lasting impact) Digital Transformation is incredibly difficult to achieve and relies on highly-qualified human capital to execute. This Gate element verifies the Offeror capability to recruit, retain, reward, and rapidly deploy qualified personnel as to not cause disruption during the transformation process. The Offeror shall demonstrate its experience and capabilities in successful talent management metrics. The Prime shall use its own (i.e., not sub-contractor and/or client) metrics and measurements in completing this form.

Team member and/or sub-contractor experience WILL NOT BE accepted for this Gate. If an Offeror is proposing under FAR 9.601(2), the Government would treat this as a prime/subcontractor relationship and award to the contractor identified as the Prime, in which case only the Prime's experience would be accepted. If an Offeror is proposing under FAR 9.601(1), where there is a joint venture or partnership, and the SF-1449 and resulting contract reflects the combined entity as the Prime, the combined entity's experience will be accepted as the Prime.

Due to the market impacts of COVID-19 on the stability of long-term metrics, Offerors may leverage data for any 2-year period dating back to a starting date of January 1, 2018.

The Government will evaluate whether the Prime provided details that a Prime contractor operating entity:

- 1) Achieved at least 65% retention rate (i.e., total number of employees remaining at the end of the period ÷ total number of employees that worked during the period) for the past 2-year time period
- 2) Aligned at least 9% of **total employee compensation** (i.e., inclusive of profit sharing, stock options, fringe benefits, etc. converted into financial equivalents) with performance-based factors (i.e., total performance-based employee compensation ÷ total employee compensation) for the past 2-year time period
- 3) Promoted (e.g., clearly-defined career advancement in alignment with standard firm structures OR adjustments in title that align in timing with advancements in responsibility) at least 14% of employees annually (i.e., total promotion count ÷ total employee count) OR issued at least 7% Year-over-Year **total employee compensation** increase (i.e., average total employee compensation increase ÷ average employee compensation) for the past 2-year period
- 4) Achieved time-to-fill for talent gaps (i.e., net-new or existing job openings for client service engagements) on client engagements within an average of 25 calendar days across all service engagements supported within the past 2-year period
- 5) Achieved no more than 5% of the Prime's gross revenue from engagements supporting Military Health System (MHS), Defense Health Agency (DHA), and military service branch health organizations within the past 2-year period.

The Government expects that Offerors will have readily-accessible Human Resources records that demonstrate the desired attributes. Please consult and incorporate those records to respond to the following queries. Additionally, please provide a latest simplified financial statement indicating total gross revenue and gross revenue from MHS, DHA, and military service branch health organization engagements.

FACTOR 2: TRANSFORMATION APPROACH (LOT 1)

Offerors shall separately address the following three (3) subfactors:

Subfactor 2.1: Knowledge Check

The proposal shall include a visual model that:

- (1) Demonstrates understanding of the scope of WF3 activities and outlines the Offeror's organizational design for the WF3 effort and outcomes, as defined in Attachment 1 - Scope and Ordering Guide. Models that simply restate the capabilities of Attachment 12, Notional WF3 Periodic Table, may represent a lack of understanding for the overall PEO 3.0 vision. Models that reorganize, add to, or subtract from the WF3 Periodic Table are encouraged insofar as the final proposed model represents a comprehensive coverage of required support.
- (2) Demonstrates how the Offeror will drive digital transformation and foster innovation across PEO DHMS.
- (3) Adheres to the following formatting requirements: does not exceed one electronic page sized at 22 inches by 17 inches (1584p width, 1224p height); contains text no smaller than a 10-point font size; utilizes industry-standard fonts accessible under Government-Furnished Equipment (or rasterized as an image); contains text and graphics must be fully legible; accessible as a PDF format; does not exceed 25 megabytes. The visual model may contain graphics, supporting narrative, and other data necessary to demonstrate the requirements outlined below. All included text must be selectable to allow for copying-and-pasting by evaluators.
- (4) Offerors shall submit a second copy of the document with a grid system (e.g., a grid overlay with Chess-Notation-like references) overlaid atop the visual model to allow for easy referencing by evaluators. This version shall constitute the second page of the Subfactor submission.

Subfactor 2.2: Small Business Participation:

Offerors shall submit an approach that the Government will evaluate for compliance with the small business utilization goals provided below. For purposes of this Factor, the total contract value is **the Offeror's total evaluated price calculated in the [Price Eval Table – Lot 1] tab of Attachment 4**. Offerors may claim small business credit for subcontractors to the third tier.

- (1) The following reflects minimum WF3 Subcontracting Goals for this procurement and shall be used in the development of the Offeror's submission for Factor 2, Subfactor 2.2:

- i. Total Small Business - 15%
- ii. Small Disadvantaged Business - 2%
- iii. Women-Owned Small Business - 2%
- iv. HUBZone Small Business - 2%
- v. Service-Disabled Veteran-Owned Small Business - 2%
- vi. Veteran-Owned Small Business - 2%
- vii. Non-traditional Defense Contractor -7%

The above minimum goals are provided as a baseline for small business participation. The percentages shown in (i) and (vii) above are the percentage of the total contract value; the percentages shown in (ii) through (vi) may be subsets of (i). The Offeror shall populate [Small Business Participation] tab in Attachment 13_Small Business Participation with propose small business participation for this specific requirement. The thresholds for Non-traditional Defense Contractor can be met by firms that would not otherwise be considered a small business under the FAR/DFARS (see paragraph (6) below).

- (2) Offerors shall populate [Subcontractor] tab in Attachment 13_Small Business Participation with all proposed subcontractors, up to the third tier, individually by name with addresses, business type (Other Than Small Business, Small Business, Small Disadvantaged Business, Women-Owned Small Business, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, HUBZone Small Business, and Historically Black Colleges and Universities and Minority Institutions) as determined by the SBA size standard for the specific work being subcontracted; the principal service/supply being provided by the subcontractor; NAICS Code; and the complexity of the service/product provided (defined as the depth of capabilities and essential, non-commoditized services provided). The table shall describe the extent of small business participation for this procurement with percentage and dollar amounts for specific small business categories. The table shall also identify Non-traditional Defense Contractor and provide the same information. This table shall not count towards the page limit of the section and shall be incorporated as an appendix to the document.
- (3) Offerors shall include evidence, such as binding letters of commitment subject only to contract award, of the Offeror's ability to meet the small business participation goals. Teaming Arrangements satisfy this requirement. Evidence shall be submitted as Volume VI, Section 6.
- (4) Offerors shall include an approach to achieve these participation goals throughout the life of the contract.
- (5) Offerors shall provide evidence of meeting small business goals on prior contracts. If, historically, the Offeror has not met/exceeded small business goals, an explanation shall be provided on what actions were taken or will be taken to meet the goals on WF3.
- (6) The term "nontraditional defense contractor," means an entity that is not currently performing and has not performed, for at least the one-year period preceding the solicitation of sources by the Department of Defense for the procurement or transaction, any contract or subcontract for the Department of Defense that is subject to full coverage under the cost accounting standards prescribed pursuant to section 1502 of title 41 and the regulations implementing such section (10 U.S.C. § 2302 (9)).

Subfactor 2.3: Basis of Estimate

- (1) Offerors shall submit Basis of Estimate (BOE) details for the two Task Orders identified below. Offerors have the flexibility to tailor methodology as necessary to show additional detail or computations. Offerors shall utilize data as necessary and appropriate to substantiate and trace BOE details by line item. All entries in the BOE must have a unique Price ID Per line. The BOE shall only be completed for the Prime and (as necessary) first tier subcontractors covering the elements in this section. Offerors are not required to submit BOE for all other Task Orders as subsequent pricing will be negotiated during future Design-To-Outcome task orders (DTO) – see Attachment 1, Scope and Ordering Guide. **Subfactor 2.3, Basis of Estimate, shall not contain pricing information.**
- a. *Design-To-Outcome - Year 1 (CLIN 0001).* Offerors shall submit a BOE for DTO Year 1. This DTO buildup shall include services, material, travel, etc. necessary for successful completion of standard DTO scope (e.g., assessment, planning, negotiation) as well as phased transition pricing in anticipation of the Core Task Order (CTO) Year 1 to be awarded as a follow-on under Fair Opportunity Exception. The Government anticipates a DTO period of 3 months beginning at Task Order award.

- b. *Core - Year 1 (CLIN 0002)*. Offerors shall submit a BOE for CTO Year 1. This CTO buildup shall provide a scenario-based BOE for all efforts necessary to comprehensively support the CTO, in alignment with the approach described in Subfactor 2.1. Offeror CTO BOE should be traceable and substantiate the approach identified in Subfactor 2.1, Knowledge Check. The Government anticipates a CTO period of 11 months beginning at Task Order award.
- c. **The Offeror BOEs shall not contain any Price information.**
- d. BOEs must contain all required information. Breakouts for Subcontractor BOEs with proprietary information are not required; the Prime shall provide substantiated justification for Subcontractor BOE(s).
- e. BOEs must contain narrative and shall be submitted as part of the spreadsheet. Additional information can be submitted as part of an accompanying PDF file as necessary.
- i. Narratives must contain ground rules concerning the form and content of the estimate. Ground rules also establish the scope of the estimate, distinguishing specifically between efforts that are included and those excluded from the analysis.
 - ii. It is incumbent on the Offeror to provide enough detail in quantitative and supporting information to allow the Government to assess the feasibility of the proposed approach. The BOE shall also include an audit trail sufficient for the Government to reconstruct the proposed estimate and evaluate the application of the data. The BOE shall explain the rationale behind all choices made, assumptions used, etc. The BOE shall be consistent with the unique methods of performance and materials described in the Offeror's proposal for other factors.
 - iii. It is highly recommended that Offerors include a declarative statement in the BOE that any assumptions contained in the proposal are provided to explain how the Offeror developed its estimate and are not intended to be an exception or qualification to the requirements of the solicitation. Descriptions of the work to be performed shall be explicit regarding what work will or will not be included in the effort.
 - iv. If presenting analogies to a historical solution, the Offeror must establish that the analogous historical solution is in fact similar enough to the proposed solution to constitute a valid analogy. When using historical or analogous data, the Offeror shall describe why the solution is comparable to the proposed solution. The BOEs shall include reasons and justification for any adjustments made to programmatic, technical and actual effort data for the historical solution. The Offeror shall document the basis for any adjustments applied to the historical data, such as complexity factors and normalization methods, to reflect the characteristics of the proposed solution. Differences as well as similarities between the historical solution and the proposed solution shall be explained.
 - v. Any inconsistency, whether real or apparent, between promised performance and the estimate shall be explained in the BOE. For example, if the intended use of new and innovative procedures, processes or tools is the basis for an abnormally low level of effort, the nature of these innovative efforts and their impact shall be explained and fully justified.
- f. In addition to the BOE models and narrative, the Offeror shall provide, at a minimum, corresponding worksheets, which will quantify the narrative information.
- i. For all proposed materials, provide a Bill of Materials (BOM) that includes:
 - 1. Type (i.e., hardware, COTS software, maintenance, etc.)
 - 2. Brief description/purpose of BOM element
 - 3. Unit of Issue
 - 4. BOM element Quantity (per applicable contract year)
 - 5. Source (i.e., product manufacturer)
 - 6. Entity (Prime or subcontractor) by name
 - ii. For all proposed travel, provide:
 - 1. Estimated number of trips and travelers, estimated duration, location, and purpose of trip
 - 2. Entity (Prime or subcontractor) by name

FACTOR 3: BEHAVIOR MODEL (LOT 1)

The Offeror shall:

- (1) Demonstrate an understanding of human nature and the linkage between motivation and desired behavior across Contractor, Civilian, and Military personnel in order to achieve a successful transformation as a component of WF3 scope.
- (2) Describe how the organizational design established in Subfactor 2.1 Knowledge Check will support positive WF3 behavior across Contractor, Civilian, and Military personnel and adapt into a future innovative state as WF3 evolves with the overall PEO 3.0 vision.
- (3) Describe an approach to motivate and influence the desired behavior across Contractor, Civilian, and Military personnel to facilitate a productive team environment that maximizes the capabilities of the full team in fostering and maintaining an innovative culture.
- (4) Describe an approach to incentivizing contractor team member personnel across the engagement to seek positive, game-changing outcomes.
- (5) Describe an ability to shape perceptions, behaviors, and understanding across Contractor, Civilian, and Military personnel to achieve the overall PEO 3.0 vision.
- (6) Provide a written narrative that adheres to standard formatting requirements outlined in 3.1 and 3.2. Offerors shall not exceed 12 pages of documentation, formatted for long-form textual responses and in portrait-layout design.

FACTOR 4: PRICE PROPOSAL (LOT 1)

Offerors shall submit a price proposal that the Government will evaluate for its Price Evaluation. This proposal shall include sufficient information to substantiate prices presented in the proposal and allow for comparison of proposed pricing amongst Offerors. Traceability to the Basis of Estimate is required, but only to allow for a complete understanding when making comparisons between the approaches. This traceability will NOT be utilized for any realism purposes. The burden of proof as to credibility rests with the Offeror.

- (1) Offerors shall utilize Attachment 4, Price Worksheet (Lot 1), to develop and submit their Price Proposals. Modifications to the Price Worksheet other than in areas marked for Offeror inputs will result in the Government considering the offer to be unacceptable and therefore ineligible for contract award; however, Offerors may input additional rows to accommodate their unique solution as noted in the instructions below.
- (2) If formulas provided in the spreadsheet are modified, the Government will consider the offer to be unacceptable and therefore ineligible for contract award. Offerors are encouraged to review Attachment 1, Scope and Ordering Guide, for further details such as Task Order concepts and Gamechanger/Incentive mechanics.
- (3) The [1_Instructions] and [PEO DHMS WBS] tabs of the Price Worksheet are included for informational purposes and will not be evaluated by the Government.
- (4) Provide all values in inflated Then-Year (TY) Dollars.
- (5) The [PEO DHMS WBS] tab is included for informational purposes and do not require Offeror input.
- (6) Government-provided cell formulas must be used and operational. Modifications to Cell Formulas will result in the Offeror proposal being evaluated as Unacceptable.
- (7) All Offeror entries shall be numeric values and not include formulas or internal/external references.
- (8) Ensure all worksheets include all information required by the SF1449, 52.212-1.
- (9) Do not include any rows that are blank, section headers, summaries, or \$0.
- (10) Offerors shall input values for cells under green header columns. Blue header columns have been pre-populated by the Government.
- (11) For each element in newly created rows under blue header columns, Offeror shall repeat the existing data entry provided by the Government.
- (12) Instructions for tab [2_DTO]
 - a. Offeror shall use this worksheet to detail the elements that make up the price proposal that are traceable to the provided BOE (Subfactor 2.3) for the [Design-To-Outcome - Year 1].
 - b. For each element, Offeror shall include a single price Type (i.e., Labor, Materials, Travel, ODCs).
 - c. For each row in item b., reference a single applicable Source, Proposal Date, Type, Period Start Date, WBS, WBS Description, Workstream/Price ID, Workstream/Price ID Description, Entity, Small Business Type, Material Description (if applicable), Material Quantity (if applicable), Total Amount.
 - d. All Price ID entries should be traceable and referenced in the BOE (Subfactor 2.3). Every Price ID referenced in the BOE shall be included. The Price ID from the BOE is ONLY included for the

purpose of understanding the differences between offers for reasonableness purposes; the Government is NOT conducting any realism evaluation.

(13) Instructions for tab [3_CTO]

- a. Offeror shall use this worksheet to detail the elements that make up the price proposal that are traceable to the BOE (Subfactor 2.3) for the [Core - Year 1].
- b. Offerors shall add additional rows as necessary to build their price proposal. For each element in newly created rows under blue header columns, Offeror shall repeat the existing data entry provided by the Government.
- c. For each element, Offeror shall include a single price Type (i.e., Labor, Materials, Travel, ODCs).
- d. For each row in item c., reference a single applicable Source, Proposal Date, Type, Period Start Date, WBS, WBS Description, Workstream/Price ID, Workstream/Price ID Description, Entity, Small Business Type, Material Description (if applicable), Material Quantity (if applicable), Profit, Total Amount.
- e. All Price ID entries should be traceable and referenced in the BOE (Subfactor 2.3). Every Price ID referenced in the BOE shall be included. The Price ID from the BOE is ONLY included for the purpose of understanding the differences between offers for reasonableness purposes; the Government is NOT conducting any realism evaluation.
- f. The Offeror shall not include Incentive Profit Pool and Gamechanger Profit Pool in the Detail Summary. These are calculated as part of the Price Eval Table.

(14) Instructions for tab [4_ScenarioPricing]

- a. Offeror shall use this worksheet to provide a scenario-based price for the [Core - Year 2, Core - Year 3, Core - Year 4, Core - Year 5, Core - Year 6].
- b. Do not make modifications to columns with a blue header. Offerors are only expected to make updates in columns with a green header. Modifications to columns with a blue header will result in proposal being evaluated as Unacceptable.
- c. Do not make additional rows for additional Core entries. If Offerors make an additional row, identify changes by highlighting affected cells in RED, describe those changes and provide the reason(s) for the changes in the space provided at the bottom of that modified worksheet.
- d. For each existing entry row, reference a single Source, Proposal Date, Period Start Date, Profit, Total Amount.
- e. Do not include Incentive Profit Pool and Gamechanger Profit Pool in the Detail Summary. These are calculated as part of the Price Eval Table.

(15) Instructions for tab [5_OfferorPricing]

- a. Offeror shall use this worksheet to provide a catalog price for the [Incubator - Year 1, Incubator - Year 2, Incubator - Year 3, Incubator - Year 4, Incubator - Year 5, Design-To-Outcome (with Transition) - Year 2, Design-To-Outcome (with Transition) - Year 3, Design-To-Outcome (with Transition) - Year 4, Design-To-Outcome (with Transition) - Year 5, Design-To-Outcome (with Transition) - Year 6, Design-To-Outcome (no Transition) - Year 2, Design-To-Outcome (no Transition) - Year 3, Design-To-Outcome (no Transition) - Year 4, Design-To-Outcome (no Transition) - Year 5, Design-To-Outcome (no Transition) - Year 6].
- b. Do not make modifications to columns with a blue header. Offerors are only expected to make updates in columns with a green header. Modifications to columns with a blue header will result in proposal being evaluated as Unacceptable.
- c. For each existing entry row, reference a single Source, Proposal Date, Period Start Date, Total Amount.
- d. Do not include Incentive Profit Pool and Gamechanger Profit Pool in the Detail Summary. These are calculated as part of the Price Eval Table.

- (16) The PEO DHMS Work Breakdown Structure, dated 2 DEC 2019, is incorporated in the [PEO DHMS WBS] tab of the Price Worksheet for informational purposes. In proposing their prices, the Offeror shall follow the format of this WBS down to the level most appropriate to substantiate the Offeror's approach. Price elements shall be provided to at least the WBS level provided in the BOE (Subfactor 2.3). The Offeror shall expand the WBS as necessary to meet MIL-STD-881 instructions for the Contractor WBS (CWBS) and submit it as part of the Price Proposal. The resulting CWBS must be compliant with MIL-STD-881. If the Offeror's estimate is developed at levels below those specified, the Offeror shall provide those lower-level estimates and ensure traceability to the WBS as well as the CLIN structure. The WBS included as an attachment is an all-encompassing WBS, which may include elements not relevant to a

- specific proposed solution. Offerors are not expected to propose a Price against every element of the WBS if that element is not applicable to their unique solution. This can be specified in the CWBS definitions. The Offeror's estimate will utilize the structure of the PEO DHMS WBS, but the resulting Price proposal will actually be submitted via the Price Worksheet.
- (17) For the purposes of preparing Price proposals, Offerors shall assume the date of contract award will be 4QFY2021.
- (18) Offerors shall include the same level of substantiation for all proposed Prime and subcontractor elements of price.
- (19) Offerors may provide additional information not specifically required in the Price Worksheet. These supporting narratives shall be submitted as a PDF file. For price submissions, 11" x 17" electronic pages are permissible.
- a. In the narrative, provide justification and formulae for indexes/escalation/discounts/etc. used in the establishing the pricing, especially to substantiate what might otherwise be considered an unreasonably low, unreasonably high, or unbalanced price.
- (20) All Price information shall be submitted in inflated, Then-Year (TY) dollars, unless otherwise noted.
- a. The chosen indexes shall be included with the Offeror's Price narrative.
- b. All dollar amounts provided shall be rounded to the nearest dollar.
- (21) Offerors are not required to modify [Price Eval Table - Lot 1].

FACTOR 5: CHALLENGE SCENARIO (LOT 1)

Offerors determined to be in the competitive range will be invited to participate in a Live Session to demonstrate solutioning and facilitation capabilities. The Government shall issue a "Challenge," defined as a theoretical scenario requiring digital transformation and within the scope of Workforce 3.0 performance. The Challenge Scenario will focus on the Challenge Capability Area of Quality Control. The details of the challenge will not be provided until the start of the Live Session. The Offeror must demonstrate their ability to facilitate a productive and collaborative environment necessary for successful performance on Design-To-Outcome Task Orders.

The Offeror shall:

- 1) Provide a location for the Live Session that complies with the CDC COVID-19 Guidelines for Businesses and Employers that is within approximately 15 miles of the DHA Rosslyn Office, located at 1700 N. Moore St., 23rd Floor, Arlington, VA 22209. Offerors shall be required to have at least one (1) but no more than three (3) representatives in attendance to successfully establish presence. At least one (1), but no more than three (3) Government representatives will attend the Live Session to facilitate delivery of the Challenge Scenario and record the Live Session. The Offeror shall provide the details of on-site representatives to the Government in advance of the Live Session, as well as directions to the location where the Live Session will be held and any instructions for obtaining access to the facility. The location provided does not need to be a permanent office location.
- 2) Utilize and configure appropriate technology to enable up to seven (7) additional representatives to virtually attend the Live Session. Virtual attendance shall be defined as participation via teleconferencing, video conferencing, and individual phone calls. **Virtual attendance using non-audible communication means, such as chat, is prohibited.** A representative is immediately counted toward the Offeror limit upon participation; representatives do not have to participate through the full duration of the Live Session to be counted as a participant. Only identified on-site and virtual attendees shall be allowed to participate in the Presentation Phase. The Offeror is not required to identify virtual representatives in advance and are encouraged to adapt to the specific details of the Challenge (as they are introduced at the start of the Live Session) to determine representatives. The Offeror shall provide the details of virtual representatives to the Government at the conclusion of the Live Session.
- 3) Provision and utilize appropriate facilitation technology, methods, and materials needed to ideate and present the response solution. The Government will not provision telecommunications, computer systems, internet connectivity, virtual/physical white boarding, and/or any other technologies that may be needed to facilitate the Offeror's response during the Live Session. The Offeror is fully responsible for executing a feasible strategy for technical setup, operations, and troubleshooting during the Live Session.
- 4) Ensure that Live Session activities to be considered for evaluation are captured by the Government-facilitated video recording. The Government-facilitated video recording method will be detailed to Offerors in advance and will focus on capturing on-site activities at the Offeror's facility. The intent of the Government-facilitated video recording is to provide a "video audit" to ensure consistency of activities

- 1989 across recorded mediums; the Government-facilitated video recording is not intended to be the primary
1990 medium for evaluation of Challenge Scenarios.
- 1991 5) Submit a single video recording file including-but-not-limited-to components of: live recording(s) of the
1992 Live Session, recording(s) of video conferencing technology, and recording(s) of virtual activities including
1993 use of facilitation technologies. All Offeror recording(s) shall be submitted to the Government via hand
1994 delivery to the DHA Rosslyn Office, located at 1700 N. Moore St., 23rd Floor, Arlington, VA
1995 22209 within 72 hours following the start of the Live Session to be considered for evaluation. Additional
1996 instructions will be provided upon Competitive Range determination. All Offeror recording(s) submissions
1997 must:
- 1998 a. Have a resolution no smaller than 720p.
 - 1999 b. Be encoded using MPEG-4/H.264.
 - 2000 c. Be one continuous video with a total duration no greater than 1 hour. Offerors may create up to
2001 four (4) subdivisions within the one continuous video to allow multiple perspectives for
2002 evaluation.
 - 2003 d. Must have a clearly visible timestamp starting from 00m:00s and incrementing up to 60m:00s
2004 during the challenge scenario video recording.
 - 2005 e. Be a single DVD without encryption
- 2006 6) Reserve the last 10 minutes of the Live Session for a Presentation Phase to summarize the Offeror's
2007 response to the Challenge Scenario. Presentations that are more persuasive will be considered more
2008 valuable to the government. Presentations that are not accessible within the Live Sessions recording(s)
2009 available to the Government will not be considered for evaluation. In other words, Offerors will be
2010 expected to spend the first 50 minutes of the meeting collaborating on the solution and the final 10 minutes
2011 presenting the solution.

VOLUME VI: CONTRACT DOCUMENTS

(1) Cover Letter

2014 The Offeror's proposal shall include a cover letter on the Offeror's letterhead stationery and signed by an executive
2015 of the company who possesses authority to bind the Offeror contractually. The cover letter shall acknowledge
2016 receipt of all amendments (if any are issued) to the RFP. The submittal letter shall identify all enclosures being
2017 transmitted as part of the response to the RFP. The letter shall reference the RFP number and acknowledge that the
2018 Offeror is submitting an offer in response to the RFP. It shall state: (1) Commercial and Government Entity (CAGE)
2019 number, (2) DUNS Number, (3) Taxpayer Identification Number (TIN), and (4) a statement that the proposal is
2020 valid 120 days from the date specified for receipt of offers.
2021

(2) Organizational Conflict of Interest (OCI) Declaration and Disclosure

2022 Offerors shall complete and submit Attachment 6, OCI Declaration and Disclosure, Notice of Organizational
2023 Conflict of Interest. In addition, the Offeror shall provide a complete list of all team members (including all
2024 subcontractors at all tiers) so the Government may perform an independent OCI assessment. In accordance with
2025 FAR 9.504, the Contracting Officer may withhold award from any Offeror exhibiting a real or perceived conflict of
2026 interest.
2027

(3) Support Contractor Proposal Access Consent

2028 Contractor support personnel from the below listed companies under existing PEO DHMS contracts will be used for
2029 administrative purposes only. This assistance will not include analyzing or evaluating proposals.
2030

2031 **Table 3: Contractor Support Personnel - Administrative**

Company	POC	Contact Information
CloudPareto LLC	Tony Kwag	tokwag@cloudpareto.com
Noblis, Inc.	Bill Morris	bill.morris@noblis.org
Frontier Technology	Christine Brooks	cbrooks@fti-net.com

2032 Proprietary information submitted in response to this solicitation will be protected from unauthorized disclosure as
2033 required by Subsection 27 of the Office of Procurement Policy Act as amended (41 U.S.C. 423) (hereinafter referred
2034 to as "the Act") as implemented in the FAR. Contractor Support Personnel are bound contractually by

Organizational Conflict of Interest and disclosure clauses with respect to proprietary information. Contractor personnel will take all necessary action to preclude unauthorized use or disclosure of an Offeror's proprietary data.

Responses to this solicitation MUST clearly state permission is granted allowing the contractor support identified above access to the contractor's proposal. Subcontractors that provide proposal information separate from the Prime contractor's proposal submittal shall clearly state permission is granted allowing the contractor support identified above access to the subcontractor's proposal. The Offeror and its subcontractors may choose to execute a proposal access agreement with these support contractors. Failure to clearly state permission is granted for access to the contractor's proposal may result in the offer being deemed unacceptable and therefore ineligible for contract award.

The exclusive responsibility for source selection will reside with the Government.

(4) Small Business Subcontracting Plan

Offerors (unless otherwise exempt due to being a small business concern or a company performing outside of any State, territory, or possession of the United States, the District of Columbia, and the Commonwealth of Puerto Rico) shall, in accordance with FAR 19.7 and FAR 52.219-9, submit a Small Business Subcontracting Plan, as part of Volume VI. The Small Business Subcontracting Plan will be approved and incorporated into any resultant contract in accordance with FAR 19.7 and FAR 52.219-9.

If the Offeror is a participant in the Department of Defense (DoD) Comprehensive Subcontracting Test Program specified in DFARS 219.7, then the Offeror shall provide a copy of the approved comprehensive plan and describe how small business participation on this contract will contribute to its overall comprehensive subcontract goals.

Failure to deliver the documents specified above that allow for determination under FAR 9.104-1 and FAR 9.104-2 will result in rejection of the proposal.

Offerors shall submit a copy of any DCMA Subcontracting Compliance Rating letters, if applicable.

(5) Cloud Computing Services Agreements

If relevant, Offeror shall submit copies of Cloud Computing Services Agreements. Whether Cloud Computing Services Agreements are consistent with Federal law is considered a special standard of responsibility pursuant to FAR 9.104-2.

(6) Task Order Documents

Offeror shall submit copies of the proposed Performance Work Statement (PWS) and Contract Data Requirements Lists (CDRLS), and Quality Assurance Surveillance Plan (QASP), and any other task order specific documents.

(7) Teaming Agreements

Offerors shall include all executed WF3 teaming agreements. If an Offeror is proposing under FAR 9.601(1), where there is a joint venture or partnership, the Government would expect that the combined entity be registered in SAM, and the contract document would reflect the combined entity as the Prime. If an Offeror is proposing under FAR 9.601(2), the Government would treat this as a Prime/Subcontractor relationship and award to the contractor identified as the prime. Please note that FAR 9.603 requires the arrangements and company relationships to be fully disclosed with the offer.

(8) Representations and Certifications

Offeror shall complete provision **52.212-3 Alt. 1; Offeror Representations and Certifications-Commercial Items. Alt. 1** and provide in Volume VI, Section 8. If the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>, no such file submission is required.

(9) Signed Cover Pages

Offeror shall have an executive of the company who possesses authority to bind the Offeror contractually to sign the cover pages of SF1449 and SF30(s) released by the Government as part of HT003821R0001. These artifacts shall be enclosed as part of Volume VI, Section 9.

5.0 Lot 2 Proposal Instructions

Table 4 provides a list of each volume, documents, page limits, and file formats for **Lot 2** only.

Table 4: Lot 2 Proposal Volumes

ITEM	ELECTRONIC FILE NAME	FILE TYPE	PAGE LIMITS
Volume I: Factor 1 - Gate Criteria			
Subfactor 1.1: Product Prowess	WF3_L2_OfferorName_Factor1_Gate	.pdf	9
Volume II: Factor 2 – Sample Accelerator Task Order			
Written Response to Sample Accelerator Task Order	WF3_L2_OfferorName_Factor2_Sample	.pdf	6
Volume III: Factor 3 – Price Proposal			
Price Worksheet	WF3_L2_OfferorName_Factor3_EvalTemplate	.xls(x)	UNL
Pricing Narrative	WF3_L2_OfferorName_Factor3_PricingNarrative	.pdf	UNL
Volume IV: Contract Documents			
Section 1: Cover Letter	WF3_L2_OfferorName_CoverLetter	.pdf	5
Section 2: Organizational Conflict of Interest (OCI) Declaration and Disclosure	WF3_L2_OfferorName_OCI	.pdf	UNL
Section 3: Support Contractor Proposal Access Consent Form	WF3_L2_OfferorName_AccessConsentForm	.pdf	UNL
Section 4: Task Order Documents	WF3_L2_OfferorName_PWS_[task order name] WF3_L2_OfferorName_QASP_[task order name] WF3_L2_OfferorName_CDRLs_[task order name] WF3_L2_OfferorName_XX_[task order name]	.pdf	UNL
Section 5: Teaming Agreements	WF3_L2_OfferorName_TeamingAgreements	.pdf	UNL
Section 6: Representations and Certifications	WF3_L2_OfferorName_RepresentationsCertifications	.pdf	UNL
Section 7: Signed SF1449 and SF30(s)	WF3_L2_OfferorName_SignedCoverPages	.pdf	UNL

NOTE: Volumes shall consist of the information specified for each evaluation factor and Subfactor listed below. No pricing information shall be included in Volumes I, II, and IV unless specifically directed to do so.

FACTOR 1: GATE CRITERIA (LOT 2)

For the purposes of Factor 1 (including Subfactors), Gate Criteria, the focus is on essential criteria that differentiate WF3 from more typical Defense acquisitions. Offerors should use these criteria to pursue teaming with complementary industry partners that possess the requisite experience for delivering a holistic digital transformation. The Government encourages Offerors to re-use existing data and evidence to prepare their submissions. Offerors shall utilize Attachment 3, Lot 2 Gate Form, and responses must fully address the query within the allotted attachment space. Additional artifacts must be incorporated into the Gate Form as attachments and are included in the page limits.

This supporting evidence may include engagement letters, press releases, financial documentation, and other artifacts demonstrating that the referenced experience meets the capability requirements. Offerors should only provide the portion of the artifact relevant to the respective capability, for example a cover page and/or signature page in lieu of an entire document. Accordingly, the Government encourages Offerors to re-use existing documentation to prepare this submission, instead of creating new documents, to the extent practicable.

The Government does not allow (and will not consider) “Other” metrics submitted by Offerors (i.e., metrics other than those described in the Evaluation Criteria section of this solicitation applicable to Subfactor 1.1) due to the subjective nature of such metrics. As the Gate criteria will be graded as Acceptable/Unacceptable, only clearly-defined, consistent objective metrics are suitable. However, the Government will accept derived calculations (i.e.,

alternative measurements that serve as a clear-and-direct analog to the required metric with reasonable conversions) to demonstrate fulfillment of the stated metric thresholds given sufficient evidentiary data.

Offerors are encouraged to utilize restrictive markings on proprietary information, in accordance with FAR Part 3.104-4. The Government will exercise strict controls to ensure that nothing submitted during the source selection process is distributed beyond the circle of people required to evaluate that information.

The Offeror shall provide the following information for Factor 1.

Subfactor 1.1: Product Prowess

This Gate element verifies the Offeror's expertise at supporting novel product design and development initiatives. The Offeror shall demonstrate experience in successful go-to-market efforts for "*significant new technology product*," defined as a product effort that differs significantly in characteristics or intended use from previously produced products. *Significant new technology products* will create a new revenue stream that leads to increased profitability within a planned time frame and maintain individual and attributable Profit & Loss measurements. This is in contrast to a new *feature* that aims only to create a greater market share for the company's existing product line. The referenced product must have been supported by a client services engagement (i.e., not referencing an internal product development effort that occurred within the Offeror organization). Alternatively, the Offeror may demonstrate experience in successful incubation of significant new technology product internal to the customer's operations that resulted in cost savings or Internal Rate of Return (IRR) for the customer organization.

Team member and/or sub-contractor experience WILL NOT BE accepted for this Gate. If an Offeror is proposing under FAR 9.601(2), the Government would treat this as a prime/subcontractor relationship and award to the contractor identified as the Prime, in which case only the Prime's experience would be accepted. If an Offeror is proposing under FAR 9.601(1), where there is a joint venture or partnership, and the SF-1449 and resulting contract reflects the combined entity as the Prime, the combined entity's experience will be accepted as the Prime.

For an Acceptable proposal, the Prime Offeror shall provide details for an engagement supporting a product that:

- 1) Achieved Time-to-Market/Time-to-Customer (i.e., general availability of the product in the open market or to internal customer employees) within 24 months of product inception and/or kickoff of product development efforts
- 2) Achieved product Break-Even-Point (i.e., resultant product gross revenue is equal to total expenditures invested into the product thus achieving a net profit of \$0) or Internal Cost Recovery (i.e., realized cost savings equal to initial investment) within 36 months
- 3) Achieved a Return-on-Investment (i.e., net profit or realized cost savings aligned to the product-specific business line as percentage of total expenditures) of at least 10% at any point of the product lifecycle
- 4) A Compound Annual Growth Rate (i.e., CAGR aligned to the product-specific business line) or Internal Rate of Return (i.e., return on investment for internal product development) of 20% as measured across any specific (not to exceed) 3-year period of the product lifecycle

The Offeror shall provide a redacted, signed portion of the engagement contract providing evidence of the Offeror's participation and completion in the effort. The Offeror may also provide redacted and/or simplified financial artifacts substantiating the product measurements.

FACTOR 2: SAMPLE ACCELERATOR TASK ORDER (LOT 2)

1. The Offeror shall demonstrate the ability to plan complex assessment strategies necessary for successful performance on Accelerator Task Orders and through a narrative approach that:

a. Details the Offeror's approach to resolving the following theoretical scenario at PEO DHMS:

- 1) A recent user survey of a PEO DHMS product resulted in generally negative scores. Specific survey results include:
- 2) 75% of respondents expressed confusion and believe they did not receive adequate training to operate the software's workflows and user interactions;
- 3) 55% of respondents expressed privacy concerns and believe that data inputs, including PII/PHI, are not adequately secured with some expressing concern over anecdotes of unauthorized access;

- 2177 4) 45% of respondents expressed disappointment and believe that the software does not meet acceptable
2178 availability and downtime standards with some expressing concern over recent high-profile outages;
2179 5) 85% of respondents expressed dissatisfaction and believe that design elements and load times do not
2180 meet modern standards with some drawing comparisons to leading mobile applications; and
2181 6) 35% of respondents expressed frustration and believe that their inputs are not being reflected in recent
2182 software releases based on a lack feature traceability.

2183 b. In response to this survey, PEO DHMS has issued your company an Accelerator Task Order (Lot 2) to focus
2184 on this challenge. Recommend an approach to identifying, onboarding, and deploying the appropriate subject
2185 matter experts to output an Assessment that identifies the root causes of the negative survey feedback above.
2186 Design an execution plan including: definitions of success, deliverables list, scope of work, level of effort, and
2187 rough schedule. Specifically, responses should be limited to activities conducted to execute a successful
2188 Accelerator Task Order rather than activities to perform the Ad-hoc Task Order.
2189

2190 **FACTOR 3: PRICE PROPOSAL (LOT 2)**

2191 Offerors shall submit a price proposal that the Government will evaluate for its Price Evaluation. This proposal shall
2192 include sufficient information to substantiate prices presented in the proposal.

- 2193 (1) Offerors shall utilize Attachment 5, Price Worksheet (Lot 2), to develop and submit their Price Proposals.
2194 Modifications in unmarked areas will result in the Government considering the offer to be unacceptable and
2195 therefore ineligible for contract award. Offerors are encouraged to review Attachment 1, Scope and
2196 Ordering Guide, for further details such as Task Order concepts and Gamechanger/Incentive mechanics.
2197 (2) The [1_Instructions] tab of the Price Worksheet are included for informational purposes and will not be
2198 evaluated by the Government.
2199 (3) Provide all values in inflated Then-Year (TY) Dollars.
2200 (4) Cell formulas must be used and operational. Modifications to Cell Formulas will result in the Offeror
2201 proposal being evaluated as Unacceptable.
2202 (5) All Offeror entries shall be numeric values and not include formulas or internal/external references.
2203 (6) Ensure all worksheets include all information required by the SF1449, 52.212-1.
2204 (7) Offerors shall input values for cells under green header columns. Blue header columns have been pre-
2205 populated by the Government.
2206 (8) Do not include any additional rows that are not requested by the Government.
2207 (9) Instructions for tab [2_Accelerator]
2208 a. Offeror shall use this worksheet to provide a catalog price for the [Accelerator Task Order].
2209 b. For each existing entry row, reference a single Source, Proposal Date, Period Start Date, Small
2210 Business Type, Total Amount.
2211 (10) Offerors may provide additional information not specifically required in the Price Worksheet. These
2212 supporting narratives shall be submitted as a PDF file. For price submissions, 11" x 17" electronic pages
2213 are permissible.
2214 a. In the narrative, provide justification and formulae for indexes/escalation/discounts/etc. used in the
2215 establishing the pricing, especially to substantiate what might otherwise be considered an
2216 unreasonably low, unreasonably high, or unbalanced price.
2217 (11) Offerors are not required to separately price CLIN 1002 or CLIN 1003. These are not-to-exceed line item
2218 to be negotiated on individual task orders.
2219 (12) Offerors are not required to modify [Price Eval Table - Lot 2].
2220

2221 **VOLUME IV: CONTRACT DOCUMENTS (LOT 2)**

2222 (1) Cover Letter

2223 The Offeror's proposal shall include a cover letter on the Offeror's letterhead stationery and signed by an executive
2224 of the company who possesses authority to bind the Offeror contractually. The cover letter shall acknowledge
2225 receipt of all amendments (if any are issued) to the RFP. The submittal letter shall identify all enclosures being
2226 transmitted as part of the response to the RFP. The letter shall reference the RFP number and acknowledge that the
2227 Offeror is submitting an offer in response to the RFP. It shall state: (1) Commercial and Government Entity (CAGE)
2228 number, (2) DUNS Number, (3) Taxpayer Identification Number (TIN), and (4) a statement that the proposal is
2229 valid 120 days from the date specified for receipt of offers. In addition, the cover letter shall include a list of all
2230 subcontractors that will be submitting direct and/or indirect rate supporting information directly to the Contracting
2231 Officer.
2232

(2) Organizational Conflict of Interest (OCI) Declaration and Disclosure

Offerors shall complete and submit Attachment 6, OCI Declaration and Disclosure, Notice of Organizational Conflict of Interest. In addition, the Offeror shall provide a complete list of all team members (including all subcontractors at all tiers) so the Government may perform an independent OCI assessment. In accordance with FAR 9.504, the Contracting Officer may withhold award from any Offeror exhibiting a real or perceived conflict of interest.

(3) Support Contractor Proposal Access Consent

Contractor support personnel from the below listed companies under existing PEO DHMS contracts will be used for administrative purposes only. This assistance will not include analyzing or evaluating proposals.

Table 5: Contractor Support Personnel - Administrative

Company	POC	Contact Information
CloudPareto LLC	Tony Kwag	tokwag@cloudpareto.com
Noblis, Inc.	Bill Morris	bill.morris@noblis.org
Frontier Technology	Christine Brooks	cbrooks@fti-net.com

Proprietary information submitted in response to this solicitation will be protected from unauthorized disclosure as required by Subsection 27 of the Office of Procurement Policy Act as amended (41 U.S.C. 423) (hereinafter referred to as "the Act") as implemented in the FAR. Contractor Support Personnel are bound contractually by Organizational Conflict of Interest and disclosure clauses with respect to proprietary information. Contractor personnel will take all necessary action to preclude unauthorized use or disclosure of an Offeror's proprietary data.

Responses to this solicitation MUST clearly state permission is granted allowing the contractor support identified above access to the contractor's proposal. Subcontractors that provide proposal information separate from the Prime contractor's proposal submittal shall clearly state permission is granted allowing the contractor support identified above access to the subcontractor's proposal. The Offeror and its subcontractors may choose to execute a proposal access agreement with these support contractors. Failure to clearly state permission is granted for access to the contractor's proposal may result in the offer being deemed unacceptable and therefore ineligible for contract award.

The exclusive responsibility for source selection will reside with the Government.

(4) Task Order Documents

Offeror shall submit copies of the proposed Performance Work Statement (PWS) and Contract Data Requirements Lists (CDRLS), and Quality Assurance Surveillance Plan (QASP), and any other task order specific documents for the first Accelerator order. Issues involving this standard of responsibility may be resolved in exchanges with the apparent awardee and will not trigger the requirement for discussions.

(5) Teaming Agreements

Offerors shall include all executed WF3 teaming agreements. If an Offeror is proposing under FAR 9.601(1), where there is a joint venture or partnership, the Government would expect that the combined entity be registered in SAM, and the contract document would reflect the combined entity as the Prime. If an Offeror is proposing under FAR 9.601(2), the Government would treat this as a Prime/Subcontractor relationship and award to the contractor identified as the prime. Please note that FAR 9.603 requires the arrangements and company relationships to be fully disclosed with the offer.

(6) Representations and Certifications

Offeror shall complete provision **52.212-3 Alt. 1; Offeror Representations and Certifications-Commercial Items. Alt. 1** and provide in Volume VI, Section 6. If the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>, no such file submission is required.

(7) Signed Cover Pages

Offeror shall have an executive of the company who possesses authority to bind the Offeror contractually to sign the cover pages of SF1449 and SF30(s) released by the Government as part of HT003821R0001. These artifacts shall be enclosed as part of Volume VI, Section 7.

52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014) (TAILORED)

1.0 Basis for Contract Award

Awards will be made in two (2) Lots. The evaluation will be conducted in accordance with FAR 15.3. For evaluation purposes, the Government will be using the Risk definitions from Table 2b and Definitions (section 5) from the DoD Source Selection Procedures (31 MAR 2016).

For Lot 1 (see schedule for line items), the Government will award no more than three (3) responsible Offerors whose offers, conforming to the solicitation, are determined to provide the “Best Value” to the Government in accordance with the criteria established herein.

In addition, this evaluation will result in the concurrent award of the first “Design-To-Outcome” task order. The “Design-To-Outcome” task order will be issued concurrently with the award of the three contracts to the offer determined to provide the “Best Value” of the three awardees. Other awardees will be issued “Incubator” task orders concurrently with contract award to satisfy the “minimum guarantee.”

For Lot 2 (see schedule for line items), the Government will award no more than five (5) responsible Offerors whose offers, conforming to the solicitation, are determined to provide the “Best Value” to the Government in accordance with the criteria established herein. Lot 2 awardees will receive one Accelerator task order each to cover contract kick off and other administrative functions. These orders will satisfy the “minimum guarantee”.

This source selection will be conducted in accordance with FAR Part 12, Acquisition of Commercial Items and FAR Part 15, Contracting by Negotiation, as supplemented by the Defense Federal Acquisition Regulation Supplement (DFARS). These regulations are available electronically at <https://www.acquisition.gov/content/regulations>.

Under Best Value tradeoff procedures, offers selected by the Government as providing Best Value may not necessarily be the proposals offering the lowest Price or receiving the highest non-Price ratings. Contract(s) will be awarded to the Offerors that are deemed compliant and responsible in accordance with the FAR, as supplemented, and whose proposals conform to the solicitation requirements (to include all stated terms, conditions, representations, certifications, and all other information required by 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JUN 2020) (TAILORED) of this solicitation and are judged, based on the evaluation factor and subfactors to provide the Best Value to the Government.

Proposals will be rated on the evaluation factors listed below. **Although the non-Price factors when combined are significantly more important than Price, Price may be an important factor and should be considered when preparing responsive proposals.** The importance of Price as an evaluation factor will increase with the degree of equality of the proposals in relation to the remaining evaluation factors. When the Offerors within the competitive range are considered essentially equal in terms of technical capability, or when Price is so significantly high as to diminish the value of the quality superiority to the Government, Price may become the determining factor for award.

Note that the Government will not award a contract to an Offeror whose team has an unmitigated organizational conflict of interest. Evaluation of an Offeror’s proposal will be based on the information presented in the proposal. Proposals which are unsubstantiated in terms of technical or schedule commitments, may be deemed to be reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risks of the proposed work and may be grounds for rejection of the proposal or may be considered a performance risk, impacting the rating under the applicable Factor.

The Government will not award contract(s) to Offerors that do not provide acceptable documents as required in Volume VI (Lot 1) and Volume IV (Lot 2). If, during final responsibility exchanges, agreement cannot be reached between the Government and contractor allowing for the Government to determine the Offeror compliant, in accordance with the solicitation, and responsible in accordance with FAR 9.104-1 or 9.104-2, as applicable, the offer will be rejected. Issues involving compliance or standards of responsibility may be resolved in exchanges with the apparent awardee(s) during the process outlined at 52.212-1 paragraph 2.4.1.4, and will not trigger the requirement for discussions with all Offerors remaining in the competitive range.

2.0 Evaluation Criteria for Lot 1

- (a) Upon receipt of proposals, the Government will evaluate Factor 1 (Gate Criteria) for compliance with the stated criteria in 52.212-1 of the solicitation. Factor 1 and its subfactors will be evaluated on an acceptable/unacceptable basis. A proposal that receives a rating of “Unacceptable” in Factor 1 (or any of its subfactors) will render the entire proposal ineligible for award without further evaluation. For Offerors rated “Acceptable” for Factor 1 the Government will evaluate the remaining non-Price factors and the Price Factor in accordance with the evaluation criteria stated herein.
- (b) The relative importance of the factors is as follows: Factor 3 (Behavior Model) and Factor 5 (Challenge Scenario) are of equal importance and when combined are significantly more important than Factor 4 (Price). Factor 1 (Gate Criteria) and Factor 2 (Transformation Approach) will be evaluated on an acceptable/unacceptable basis. Factors 1 and 2 will not be included in any tradeoff analysis, but must be rated acceptable for a proposal to be eligible for award. Factor 5, and the evaluation thereunder, will not be included in any competitive range determination prior to the live conduct of the Factor 5 Challenge Scenario. In the tradeoff analysis supporting any such competitive range determination, Factor 3 will be significantly more important than Factor 4.

FACTOR 1: GATE CRITERIA (LOT 1)

Table 6: Factor 1 Acceptable/Unacceptable Ratings

Rating	Definition
Acceptable	Proposal meets the minimum requirements of the solicitation.
Unacceptable	Proposal does not meet the minimum requirements of the solicitation.

Each subfactor will be assigned a rating, an “Unacceptable” in any subfactor will make the Factor “Unacceptable.”

The WF3 Gate Elements evaluate minimal essential criteria that differentiate WF3 from more typical Defense acquisitions that may jeopardize the success of digital transformations. The government will evaluate all Gate element criteria as Acceptable or Unacceptable. Passing the Gate requires passing the thresholds for all associated Gate elements.

Subfactor 1.1: Disruptive Outcomes

The Government will evaluate whether the Prime provided details for an engagement that:

- 1) Transformed a technology enterprise/organization within a parent organization operating on an annual budget or revenue >\$200M at the start of the engagement effort,
- 2) Occurred as part of a services engagement lasting >12 months,
- 3) Achieved >20% annual enhancement over baseline figures for three of the listed measures associated with the client organization and their products/services

Subfactor 1.2: Product Prowess

The Government will evaluate whether the Offeror provided details for an engagement that:

- 1) Achieved Time-to-Market/Time-to-Customer (i.e., general available of the product in the open market or to internal customer employees) within 24 months of product inception and/or kickoff of product development efforts
- 2) Achieved product Break-Even-Point (i.e., resultant product gross revenue is equal to total expenditures invested into the product thus achieving a net profit of \$0) or Internal Cost Recovery (i.e., realized cost savings equal to initial investment) within 36 months
- 3) Achieved a Return-on-Investment (i.e., net profit or realized cost savings aligned to the product-specific business line as percentage of total expenditures) of at least 10% at any point of the product lifecycle
- 4) A Compound Annual Growth Rate (i.e., CAGR aligned to the product-specific business line) or Internal Rate of Return (i.e., return on investment for internal product development) of 20% as measured across any 3-year period of the product lifecycle

Subfactor 1.3: Talent Management

The Government will evaluate whether the Prime provided details that a Prime contractor operating entity:

- 1) Achieved at least 65% retention rate (i.e., total number of employees remaining at the end of the period ÷ total number of employees that worked during the period) for the past 2-year time period
- 2) Aligned at least 9% of **total employee compensation** (i.e., inclusive of profit sharing, stock options, fringe benefits, etc. converted into financial equivalents) with performance-based factors (i.e., total performance-based employee compensation ÷ total employee compensation) for the past 2-year time period
- 3) Promoted (e.g., clearly-defined career advancement in alignment with standard firm structures OR adjustments in title that align in timing with advancements in responsibility) at least 14% of employees annually (i.e., total promotion count ÷ total employee count) OR issued at least 7% Year-over-Year **total employee compensation** increase (i.e., average total employee compensation increase ÷ average employee compensation) for the past 2-year period
- 4) Achieved time-to-fill for talent gaps (i.e., net-new or existing job openings for client service engagements) on client engagements within an average of 25 calendar days across all service engagements supported within the past 2-year period
- 5) Achieved no more than 5% of the Prime's gross revenue from engagements supporting Military Health System (MHS), Defense Health Agency (DHA, and military service branch health organizations within the past 2-year period.

FACTOR 2: TRANSFORMATION APPROACH (LOT 1)

Table 7: Factor 2 Acceptable/Unacceptable Ratings

Rating	Definition
Acceptable	Proposal meets the minimum requirements of the solicitation.
Unacceptable	Proposal does not meet the minimum requirements of the solicitation.

Each subfactor will be assigned a rating, an “Unacceptable” in any subfactor will make the Factor “Unacceptable.”

Subfactor 2.1: Knowledge Check

The Government will evaluate whether:

(UNDERSTANDING) The Offeror's model demonstrates coverage across the depth and breadth of Workforce 3.0 capabilities, defined in Attachment 1, for PEO DHMS such that the seamless workforce can successfully support delivery of world-class health technology products out of the PEO DHMS portfolio. Notably, while these activities include but are not limited to the capabilities outlined in Attachment 12, only restating the capabilities of the WF3 Periodic Table does not satisfy the minimal requirements for an acceptable response.

The Government will also evaluate the feasibility of the operating model and organizational design for the WF3 support effort as represented by a divisional (“vertical”), functional (“horizontal”), or alternative structure. Models must clearly articulate the benefits and challenges of the Offeror's proposed model and tightly align functions with the intended outcomes of PEO 3.0 to satisfy the minimal requirements for an acceptable response.

(INNOVATION) The Offeror's model will drive digital transformation and foster innovation across PEO DHMS to result in measurable performance improvements, tangible benefits for PEO DHMS Prime Mission Product programs, and better end user experiences. The model must demonstrate that the Offeror will reevaluate and disrupt its own operations for the benefit of the overall WF3 structure, rather than growing or maintaining Level of Effort in obsoleted functions. Individual aspects of the Offeror's proposed model must combine to form a single cohesive vision to executing a successful digital transformation at PEO 3.0 and achieving improved outcomes across all PEO DHMS activities.

Subfactor 2.2: Small Business Participation

The Government will evaluate the Offeror's small business participation goals provided in the 52.212-1.

The Government will evaluate the Offeror's proposed small business participation approach to ensure that it meets the goals identified in FAR 52.212-1.

The Government will evaluate whether the Offeror's approach thoroughly explains how it will meet all small business goals throughout the life of the contract.

The Government will evaluate whether the proposed approach clearly evidences the Offeror's ability to meet the Offeror's proposed goals. The Government will evaluate the Offeror's explanation of historical achievements of meeting proposed small business goals. If, historically, the Offeror has not met small business goals, the Government will assess the Offeror's explanation of what actions it took to rectify the situation and what actions it will take to meet its proposed goals on WF3. If the above criteria are not met, the Government will consider the offer to be unacceptable and therefore ineligible for contract award.

Subfactor 2.3: Basis of Estimate

The Government will consider whether the Offeror's proposed effort is reasonable for the work to be performed, reflects a clear understanding of contract requirements, and is consistent with the unique approach described in the Offeror's Knowledge Check submission. Any inconsistency, whether real or apparent, between the Knowledge Check approach and the BOE not explained in the BOE will raise a question as to the Offeror's understanding of the nature and scope of the work required under this contract, and reflect increased risk of unsuccessful performance. If the risk of unsuccessful performance is too high, the Offeror will be rated unacceptable.

FACTOR 3: BEHAVIOR MODEL (LOT 1)

Table 8: Combined Technical/Risk Ratings

Blue	Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, 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, 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/or risk of unsuccessful performance is unacceptable. Proposal is unawardable.

The Government will evaluate the following:

(UNDERSTANDING) The effectiveness of the Offeror's approach to understanding and communicating the importance of motivating behavior across Contractor, Civilian, and Military personnel in order to achieve a successful transformation. The Government will evaluate the Offeror's ability to evaluate the needs of PEO DHMS in regards to the WF3 scope. Approaches that highlight, assess, and align motivations and human behaviors in the context of performing the WF3 scope of work are of higher value to the Government. Approaches that merely state current PEO DHMS workforce behavior and/or propose a solution without additional context may present a performance risk.

(ORGANIZATIONAL MODEL) The Offeror's understanding of how its Subfactor 2.1 organizational design will facilitate the achievement of WF3 behavioral objectives and cross-enterprise (i.e., PEO DHMS, DHA, VA, FEHRM) cohesion through team coordination. Demonstrated capability to design a structure that not only fulfills as-is operations but also evolves into a future innovative state would be of benefit to the Government. The Government will also evaluate the extent to which the Offeror has developed a strategy for effective and efficient use of team member expertise. Approaches that provide an organizational design clearly exercising the value proposition of all Offeror Team Members, exhibit multiple layers of risk mitigation, and demonstrate a high likelihood of success in supporting innovative behavior are of higher value to the Government. Approaches that provide a non-viable organizational design that is not substantiated by Subfactor 2.1, are static in nature, and/or do not take into account all team member resources may present a performance risk.

(TEAMING) The Offeror's understanding of how to motivate the desired behavior in the seamless (Government and Contractor) WF3 team members to facilitate a productive team environment to maximize the capabilities of the full team in fostering and maintaining an innovative culture. The Government will evaluate the Offeror's ability to identify and assign roles to the best available talent aligned to the WF3 scope as well as the Offeror's engagement of non-traditional companies in terms of the type of work to be performed. Approaches that consider expertise of the team, augment team skillsets with additional resources to meet WF3 scope, and articulate potential teaming drawbacks and how to mitigate them are of higher value to the Government. Approaches where a team member does not have a substantial workload, a team member's strength and role does not clearly benefit PEO DHMS, and/or potential teaming risks are not addressed may present a performance risk.

(PERSONNEL INCENTIVES) The Offeror's approach to incentivizing members of the contractor team across the engagement to seek game-changing outcomes. Fostering innovation at PEO DHMS comes from rewarding those that seek to innovate. The Government will evaluate the Offeror's ability to identify, reward, and foster talent throughout the contractor WF3 team. Approaches that cover rewards throughout the year, cover end-of-year incentive bonuses, cover event-based innovation (e.g., Hack-a-thon) rewards, allow for all members of the team and the government to participate (e.g., nominate), and are directly linked to innovation and success are of higher value to the Government. Approaches that are conducted through internal WF3 team member yearly review (as opposed to continuous feedback) may present a performance risk.

(CULTURE MANAGEMENT) The extent to which the Offeror facilitates a productive yet collaborative team environment and influences positive behavior amongst Offeror personnel and Government personnel. The Government will evaluate the Offeror's ability to shape WF3 personnel perception, behaviors, and understanding as well as encourage engagement of Government personnel. Approaches that engage and achieve buy-in amongst stakeholders that utilize PEO 3.0 services, enable two-way communication, and reinforce organizational values are of higher value to the Government. Approaches that engage only a limited subset of stakeholders, do not foster innovation, or do not promote diversity and inclusion element will not be considered beneficial to the Government.

FACTOR 4: PRICE PROPOSAL (LOT 1)

The Government will evaluate:

(COMPLETENESS) A price proposal is complete if the Offeror provides Price data for all solicitation requirements and the proposed prices are traceable and accurate. The proposed prices are traceable if they can be tracked from the Bases of Estimate (BOEs) (when required) to the Price formats as well as throughout any provided Price volume documents.

(REASONABLENESS) The Government intends to use adequate price competition as a basis for establishing the reasonableness of the proposed price (see FAR 15.403-1(c)(1)), by comparing the prices proposed by all Offerors. For a price to be reasonable, it must represent the price to the Government that a prudent person would pay in the conduct of competitive business. If the Offeror's investment or proposed discount is the basis for an abnormally low Price, this shall be explained.

(UNBALANCED PRICING) In accordance with FAR 15.404-1(g), the Government will analyze the proposals to determine if prices on Fixed-Price CLINs are materially balanced or unbalanced. The Government may reject an unbalanced offer that may pose an unacceptable risk to the Government.

(TOTAL EVALUATED PRICE) Total Evaluated Price will be calculated as documented in the [Price Eval Table – Lot 1] tab of Attachment 4. This notes the methodology for Total Evaluated Price Calculation, using Then-Year dollars.

FACTOR 5: CHALLENGE SCENARIO (LOT 1)

Table 9: Factor 5 Ratings

Blue	Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, 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, 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/or risk of unsuccessful performance is unacceptable. Proposal is unawardable.

The Government will evaluate:

(UNDERSTANDING) The Offeror’s approach to breaking down, understanding, and communicating the described challenge at PEO DHMS given limited contextual information. The Government will evaluate the Offeror’s ability to draw from industry and domain expertise to inform their understanding of the presented challenge. Approaches that highlight underlying and fundamental issues at PEO DHMS and that progress the achievement of successful digital transformation are of higher value to the Government. Approaches that focus on achieving short-term results and focus on incident management rather than underlying issues may present a performance risk.

(REACHBACK & FACILITATION) The extent to which the Offeror facilitates a productive yet collaborative team environment to maximize the capabilities of the full team in developing a responsive solution. Collaborative cultures where innovative ideas are scrutinized for their merit rather than by the source of the idea would be of benefit to the Government. The Government will also evaluate the extent to which the Offeror is capable of identifying and mobilizing the best available talent aligned to the challenge including the ability to rapidly brief and onboard subject matter experts in disparate domains. Approaches that highlight a positive interaction between contractor team members, provide meaningful contribution from every team member involved, and augment the conversation using subject matter expertise and additional resources would be of benefit to the Government. Approaches where a single member or party dominates the facilitation, ideation, and presentation of the solution without inclusive participation amongst other participants and where ideas are valued based on source, rather than value, may present a performance risk.

(INNOVATION) The Offeror’s approach to architecting a solution in a manner that maximizes customer value, minimizes implementation risk, and that will yield long-term benefits to the overall PEO DHMS mission. The Government will also evaluate the Offeror’s ability to incorporate disruptive, leading, and emergent techniques to achieving business outcomes including use of non-traditional technology, processes, and talent areas in the overall approach. Approaches that consider non-traditional technologies or methodologies and prioritize based on long-term value rather than short-term value are of higher value to the Government. Approaches that only consider extant Federal Government or DoD technologies and processes to inform the solution development may present a performance risk.

(SOLUTION & PITCH) The extent to which the Offeror’s presented solution satisfies the issues outlined in the Challenge Scenarios within reasonable schedule and performance standards while minimizing the risk(s) of failing to achieve intended outcomes and the extent to which the solution presentation is able to achieve buy-in amongst skeptical stakeholders. Demonstrated capability to design solutions that not only fulfill the limited scope of the Challenge Scenarios but address broader, strategic, and fundamental issues that have impact across the PEO DHMS organization are of higher value to the Government. Furthermore, more feasible, lower risk, appropriately resourced solutions are of greater value to the Government. The Government will also evaluate the quality of the solution and solution presentation in a manner that breaks down the fundamental issues being addressed, maximizes understanding of risks and benefits, and successfully persuades Government stakeholders on the viability of the plan. A solution presentation that provides non-viable solutions, addresses only a limited subset of issues presented in the challenge, or through presentation is unlikely to achieve buy-in amongst stakeholders may present a performance risk.

3.0 Evaluation Criteria for Lot 2

- (a) Upon receipt of proposals, the Government will evaluate Factor 1 (Gate Criteria) for compliance with the stated criteria in 52.212-1 of the solicitation. Factor 1 and its subfactors will be evaluated on an acceptable/unacceptable basis. A proposal that receives a rating of “Unacceptable” in Factor 1 (or any of its subfactors) will render the entire proposal *ineligible for award without further evaluation*. For Offerors rated “Acceptable” for Factor 1 the Government will evaluate the remaining non- Price factors and the Price Factor in accordance with the evaluation criteria stated herein.
- (b) The relative importance of the factors is as follows: Factor 2 (Sample Accelerator Task Order) is significantly more important than Factor 3 (Price). Factor 1 (Gate Criteria) will be evaluated on an acceptable/unacceptable basis. Factor 1 will not be included in any tradeoff analysis, but must be rated acceptable for a proposal to be eligible for award.

FACTOR 1: GATE CRITERIA (LOT 2)

Table 10: Factor 1 Acceptable/Unacceptable Ratings

Rating	Definition
Acceptable	Proposal meets the minimum requirements of the solicitation.
Unacceptable	Proposal does not meet the minimum requirements of the solicitation.

Each subfactor will be assigned a rating, an “Unacceptable” in any subfactor will make the Factor “Unacceptable.”

The WF3 Gate Elements evaluate minimal essential criteria that differentiate WF3 from more typical Defense acquisitions that may jeopardize the success of digital transformations. The government will evaluate all Gate element criteria as Acceptable or Unacceptable. Passing the Gate is equivalent to passing the thresholds for all associated Gate elements.

Subfactor 1.1: Product Prowess

The Government will evaluate whether the Prime provided details for an engagement supporting a product that:

- 1) Achieved Time-to-Market/Time-to-Customer (i.e., general available of the product in the open market or to internal customer employees) within 24 months of product inception and/or kickoff of product development efforts
- 2) Achieved product Break-Even-Point (i.e., resultant product gross revenue is equal to total expenditures invested into the product thus achieving a net profit of \$0) or Internal Cost Recovery (i.e., realized cost savings equal to initial investment) within 36 months
- 3) Achieved a Return-on-Investment (i.e., net profit or realized cost savings aligned to the product-specific business line as percentage of total expenditures) of at least 10% at any point of the product lifecycle
- 4) A Compound Annual Growth Rate (i.e., CAGR aligned to the product-specific business line) or Internal Rate of Return (i.e., return on investment for internal product development) of 20% as measured across any 3-year period of the product lifecycle

FACTOR 2: SAMPLE ACCELERATOR TASK ORDER (LOT 2)

Table 11: Factor 2 Ratings

Blue	Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, 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, 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/or risk of unsuccessful performance is unacceptable. Proposal is unawardable.

The Government will evaluate:

(UNDERSTANDING). The Offeror's approach to breaking down, understanding, and communicating the described challenge at PEO DHMS given limited contextual information. The Government will evaluate the Offeror's ability to draw from industry and domain expertise to inform their understanding of the presented challenge. Approaches that highlight underlying and fundamental issues at PEO DHMS and that progress the achievement of successful digital transformation would be of benefit to the Government. Approaches that focus on achieving short-term results and focus on incident management rather than underlying issues may present a performance risk.

(INNOVATION). The Offeror's approach to resolving the challenge in a manner that maximizes customer value, minimizes implementation risk, and that will yield long-term benefits to the overall PEO DHMS mission. The Government will also evaluate the Offeror's ability to incorporate disruptive and emergent techniques to achieving business outcomes including incorporation of nascent technology, processes, and talent areas in the overall approach. Approaches that consider, regardless of use in the final solution, the viability of utilizing nascent technologies or methodologies in order to advance the PEO DHMS goals of digital transformation would be of benefit to the Government. Approaches that only consider extant Federal Government or DoD technologies and processes to inform the solution development may present a performance risk.

(FEASIBILITY). The extent to which the Offeror's presented solution satisfies the issues outlined in the Challenge Scenarios within reasonable schedule and performance standards while minimizing the risk(s) of failing to achieve intended outcomes. Demonstrated capability to execute approaches that not only fulfill the limited scope of the challenge but address broader, strategic, and fundamental issues that have impact across the PEO DHMS organization would be of benefit to the Government. Approaches that provide a highly-feasible, low-risk, and rightsized solution with a high likelihood of solving the challenge while also addressing broad-ranging issues across PEO DHMS through a presentation that is likely to achieve buy-in amongst skeptical stakeholders would be of benefit to the Government. Approaches that provide non-viable solutions that address only a limited subset of issues presented in the challenge through a presentation unlikely to achieve buy-in amongst stakeholders may present a performance risk.

FACTOR 3: PRICE PROPOSAL (LOT 2)

The Government will evaluate:

(**COMPLETENESS**) A price proposal is complete if the Offeror provides Price data for all solicitation requirements and the proposed prices are traceable and accurate. The proposed prices are traceable if they can be tracked from the Price formats to any provided Price volume documents.

(**REASONABLENESS**) The Government intends to use adequate price competition as a basis for establishing the reasonableness of the proposed price (see FAR 15.403-1(c)(1)) by comparing the prices proposed by all Offerors. For a price to be reasonable, it must represent the price to the Government that a prudent person would pay in the conduct of competitive business. If the Offeror's investment or proposed discount is the basis for an abnormally low Price, this shall be explained.

(**UNBALANCED PRICING**) In accordance with FAR 15.404-1(g), the Government will analyze the proposals to determine if prices on Fixed-Price CLINs are materially balanced or unbalanced. The Government may reject an unbalanced offer that may pose an unacceptable risk to the Government.

(**TOTAL EVALUATED PRICE**) Total Evaluated Price will be calculated as documented in the [Price Eval Table – Lot 2] tab of Attachment 5. This notes the methodology for Total Evaluated Price Calculation, using Then-Year dollars.

(End of Provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award firm-fixed-price Indefinite Delivery/Indefinite Quantity contracts for commercial managed solutions, resulting from this solicitation.

(End of provision)

52.216-18 ORDERING. (AUG 2020)

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

(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.

*To be determined at contract award.

ADDENDUM 1 – Orders for line items 0001, 0x01, 0x03, 0x04, and 1001, shall be placed unilaterally at the price agreed upon at the time of contract award, as identified in the schedule, and as incorporated as a “catalog” price in

accordance with Attachment 1, Scope and Ordering Guide.

(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 \$10,000, 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 \$500M;

(2) Any order for a combination of items in excess of \$1B; or

(3) A series of orders from the same ordering office within 5 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 3 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.

ADDENDUM 1 -- Orders for line items 0001, 0x01, 0x03, 0x04, and 1001, shall be placed unilaterally at the price agreed upon at the time of contract award, as identified in the schedule, and as incorporated as a "catalog" price in accordance with Attachment 1, Scope and Ordering guide, notwithstanding any other limitations in this clause.

(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 *.

*To be determined at contract award.

(End of clause)

52.217-5 Evaluation of Options (July 1990)*

Except when it is determined in accordance with FAR [17.206](#)(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

*This clause may apply as identified in applicable task orders.

(End of Clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 45 days.

ADDENDUM 1 – For the purposes of this contract, the option to extend services will be applied at the individual task order level when required. This extension will be evaluated and negotiated prior to issuing a task order to which the clause applies, and will not be priced or utilized to extend the ordering periods of the IDIQ 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 45 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 60 months.

ADDENDUM 1 – For the purposes of this IDIQ contract, the words “term” and “duration” are agreed to mean the ordering periods delineated in the schedule. When the final ordering period expires, performance under any extant task orders will continue in accordance with the order-specific terms until complete, notwithstanding paragraph (c) of this clause.

(End of clause)

252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked With Restrictive Legends (MAY 2013)

(a)

(1) For contracts in which the Government will furnish the Contractor with technical data, the terms “covered Government support contractor,” “limited rights,” and “Government purpose rights” are defined in the clause at 252.227-7013, Rights in technical data -Noncommercial Items.

(2) For contracts in which the Government will furnish the Contractor with Computer Software or computer software documentation, the terms “covered Government support contractor,” “government purpose rights,” and

“restricted rights” are defined in the clause at 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation.

(3) For Small Business Innovation Research program contracts, the terms “covered Government support contractor,” “limited rights,” “restricted rights,” and “SBIR data rights” are defined in the clause at 252.227-7018, Rights in Noncommercial Technical Data or Computer Software - Small Business Innovation Research (SBIR) Program.

(b) Technical data or computer software provided to the Contractor as Government-furnished information (GFI) under this contract may be subject to restrictions on use, modification, reproduction, release, performance, display, or further disclosure.

(1) *GFI marked with limited rights, restricted rights, or SBIR data rights legends.*

(i) The Contractor shall use, modify, reproduce, perform, or display technical data received from the Government with limited rights legends, computer software received with restricted rights legends, or SBIR technical data or computer software received with SBIR data rights legends (during the SBIR data protection period) only in the performance of this contract. The Contractor shall not, without the express written permission of the party whose name appears in the legend, release or disclose such data or software to any unauthorized person.

(ii) If the Contractor is a covered Government support contractor, the Contractor is also subject to the additional terms and conditions at paragraph (b)(5) of this clause

(2) *GFI marked with government purpose rights legends.* The Contractor shall use technical data or computer software received from the Government with government purpose rights legends for government purposes only. The Contractor shall not, without the express written permission of the party whose name appears in the restrictive legend, use, modify, reproduce, release, perform, or display such data or software for any commercial purpose or disclose such data or software to a person other than its subcontractors, suppliers, or prospective subcontractors or suppliers, who require the data or software to submit offers for, or perform, contracts under this contract. Prior to disclosing the data or software, the Contractor shall require the persons to whom disclosure will be made to complete and sign the non-disclosure agreement at 227.7103-7.

(3) *GFI marked with specially negotiated license rights legends.*

(i) The Contractor shall use, modify, reproduce, release, perform, or display technical data or computer software received from the Government with specially negotiated license legends only as permitted in the license. Such data or software may not be released or disclosed to other persons unless permitted by the license and, prior to release or disclosure, the intended recipient has completed the non-disclosure agreement at 227.7103-7. The Contractor shall modify paragraph (1)(c) of the non-disclosure agreement to reflect the recipient's obligations regarding use, modification, reproduction, release, performance, display, and disclosure of the data or software.

(ii) If the Contractor is a covered Government support contractor, the Contractor may also be subject to some or all of the additional terms and conditions at paragraph (b)(5) of this clause, to the extent such terms and conditions are required by the specially negotiated license.

(4) *GFI technical data marked with commercial restrictive legends.*

(i) The Contractor shall use, modify, reproduce, perform, or display technical data that is or pertains to a commercial item and is received from the Government with a commercial restrictive legend (i.e., marked to indicate that such data are subject to use, modification, reproduction, release, performance, display, or disclosure restrictions) only in the performance of this contract. The Contractor shall not, without the express written permission of the party whose name appears in the legend, use the technical data to manufacture additional quantities of the commercial items, or release or disclose such data to any unauthorized person.

(ii) If the Contractor is a covered Government support contractor, the Contractor is also subject to the additional terms and conditions at paragraph (b)(5) of this clause

(5) *Covered Government support contractors.* If the Contractor is a covered Government support contractor receiving technical data or computer software marked with restrictive legends pursuant to paragraphs (b)(1)(ii), (b)(3)(ii), or (b)(4)(ii) of this clause, the Contractor further agrees and acknowledges that -

(i) The technical data or computer software will be accessed and used for the sole purpose of furnishing independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of the program or effort to which such technical data or computer software relates, as stated in this contract, and shall not be used to compete for any Government or non-Government contract;

(ii) The Contractor will take all reasonable steps to protect the technical data or computer software against any unauthorized release or disclosure;

(iii) The Contractor will ensure that the party whose name appears in the legend is notified of the access or use within thirty (30) days of the Contractor's access or use of such data or software;

(iv) The Contractor will enter into a non-disclosure agreement with the party whose name appears in the legend, if required to do so by that party, and that any such non-disclosure agreement will implement the restrictions on the Contractor's use of such data or software as set forth in this clause. The non-disclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement; and

(v) That a breach of these obligations or restrictions may subject the Contractor to -

(A) Criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and other appropriate remedies by the United States; and

(B) Civil actions for damages and other appropriate remedies by the party whose name appears in the legend.

(c) *Indemnification and creation of third party beneficiary rights.* The Contractor agrees -

(1) To indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of technical data or computer software received from the Government with restrictive legends by the Contractor or any person to whom the Contractor has released or disclosed such data or software; and

(2) That the party whose name appears on the restrictive legend, in addition to any other rights it may have, is a third party beneficiary who has the right of direct action against the Contractor, or any person to whom the Contractor has released or disclosed such data or software, for the unauthorized duplication, release, or disclosure of technical data or computer software subject to restrictive legends.

(d) The Contractor shall ensure that its employees are subject to use and non-disclosure obligations consistent with this clause prior to the employees being provided access to or use of any GFI covered by this clause.

(End of clause)

ATTACHMENTS

LIST OF ATTACHMENTS	
ATTACHMENT	TITLE
1	Scope and Ordering Guide
2**	Lot 1 Gate Form
3**	Lot 2 Gate Form
4**	Price Worksheet (Lot 1)
5**	Price Worksheet (Lot 2)
6**	Organizational Conflict of Interest Declaration and Disclosure
7**	DHMS WF3 AcquServe User Guide
8**	Designated AcquServe User Form
9	2020-2025 Federal Health IT Strategic Plan
10	PEO DHMS Purpose, Goals, and Strategies
11**	Task Order Document Requirements
12**	Notional WF3 Periodic Table
13**	Small Business Participation

***These Attachments are for proposal purposes only and will not be included in any contract resulting from this solicitation.*

GLOSSARY OF TERMS AND GOVERNMENT PHRASES

This glossary is a living document that will evolve as the conversation between government and potential industry partners continues.

Workforce 3.0 Specific

Accelerator Task Order – A Lot 2 task order with a duration of 30 days, issued prior to an Ad-Hoc task order. The intent is to provide time to accurately scope and negotiate the terms for the Ad-Hoc task order when the need for an Ad-Hoc task order is identified. Accelerator task orders are linked to Ad-Hoc Task Orders, in that they allow work to begin immediately and will result in an agreed upon expectation for completion of the Ad-Hoc task order.

Ad-hoc Task Order – A Lot 2 task order issued to address specific needs, such as short-term projects, limited time access to unusually high subject matter experts, or for targeted studies and reports. These task orders will be issued on an as-needed basis and the length of time will be determined and agreed upon during the Accelerator Task Order.

Back Office – A non-revenue generating part of a technology company that provides enabling services to the Front-Office in charge of mission outcomes. Tasked with administrative, clerical, and financial management activities that support the compliance and operational posture of the business.

Badgeless/seamless – the desired culture of Workforce 3.0 where an individual's Agency or employment status (i.e., Government vs. Contractor) does not affect or alter their experience at work in any way. It describes a state where individuals and their contributions are considered equal, regardless of organizational structure.

Best Value - The expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement (FAR 2.101). Under Best Value tradeoff procedures, such offer may not necessarily be the proposal offering the lowest Price or receiving the highest non-Price rating. Contract(s) will be awarded to the Offerors that are deemed compliant and responsible in accordance with the FAR, as supplemented, and whose proposal conforms to the solicitation requirements (to include all stated terms, conditions, representations, certifications, and all other information required by 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JUN 2020) (TAILORED) of this solicitation and is judged, based on the evaluation factor and subfactors.

Commodities – Refers to products and IT infrastructure required at the foundational level to support Workforce 3.0. An example may be MacBook or cutting-edge server equipment, or conference room equipment that works.

Core Task Order (CTO) – A Lot 1 task order that is issued as a logical follow-on to a Design-to-Outcome Task Order, based on the terms agreed upon during the Design-to-Outcome Task Order. The Offeror will be expected to execute the organizational digital transformation in accordance with the performance metrics and outcomes agreed upon during the Design-to-Outcome Task Order, while ensuring coverage of core capabilities. In addition, Offerors will be expected to seek innovation opportunities while maintaining baseline capabilities.

Design-to-Outcome (DTO) – A transformation approach that includes the following services: observe, assess, plan, and design outcome.

Design-to-Outcome (DTO) Task Order – A Lot 1 task order that serves as an observation, design, planning, and negotiation period. It allows for preliminary work and cashflow to commence immediately, while providing the Offeror time to assess operations and prepare a detailed outcome-oriented proposal that will inform the objectives, metrics, and outcomes of the Core Task Order.

Digital Transformation – The process of modernizing incumbent business processes through the use of technology. The outcome is a fundamentally transformed business with improvement in the efficiency and effectiveness of personnel, access to innovative new methods of doing business, and improved customer satisfaction.

Front Office – The mission-outcome generating teams (revenue-generating teams in a technology company) that interact directly with the customer/user base. Performs any business and technology activities necessary to achieve revenue generation or mission success. Utilizes enabling services from the Middle Office and is supported by administrative functions in the Back Office.

Gamechanger - A component of the Government's overall performance incentive plan intended to incentivize and award specific instances of behavior or culture that directly result in an outsized positive impact in terms of quality or value to the WF3 efforts. These specific instances must be of substantially higher quality or value than the ordinary metrics and the resulting impact to the Government will be substantially higher than the award received. As a result, "Gamechanger" awards are intended to be extraordinarily difficult to achieve, even beyond the standard definition of "Outstanding" performance and are likely to be rare. Whereas the "Incentive" and base performance are intended to constantly push forward the Government's "high water mark" in its pursuit of being a "world-class" technology organization, the "Gamechanger" is meant to reward instances where the contractor directly causes a portion of the organization or product line to be "world-class", in fact.

Great Tech Company, or World Class Tech Company – This model is the basis for PEO DHMS' high level organization transformation vision. PEO DHMS will have the attributes and capabilities of a high growth tech company, but its transformation will be driven by external partners who deliver outcomes via managed talent-based solutions.

Incentive Profit – A way for Offerors to increase their profit as the success of the PEO and its Programs grows. Given that the PEO does not calculate capital gains, WF3 shall instead be measured by a series of value-centric performance metrics aligned to the success of the PEO. The metrics are intended to capture success at a higher, strategic level rather than tactical, operational metrics that may not be aligned to fundamental gains resulting from digital transformation.

Incubator Task Order – A Lot 1 task order awarded to the two (2) non-lead awardees (i.e., Offerors not selected to complete the Design-to-Outcome Task Order). The intent of Incubator Task Orders is to evaluate the current state of PEO DHMS' transformation and identify capability gaps. The awardees will perform independent surveys of the health technology domain and provide assessments of PEO strengths and opportunities. The purpose is to provide funding to maintain familiarity with the PEO, its programs, and its product domain in case the Core Task Orders are competed.

Managed Solution – A stack of capabilities operated by the contract workforce to execute tactical actions, perform all critical thinking, or specify labor requirements. The managed solution delivers the full breadth of digital workforce capabilities from technical, administrative, and organizational, across its subordinate and full-partner organizations. To be effective, a managed solution must be able to scale and accommodate fluctuations in demand and the needs of the workforces, while adapting to cutting-edge technology.

Middle (Mid) Office – A non-revenue generating part of a technology company that provides enabling services to the Front-Office in charge of mission outcomes. Tasked with general project management and information technology activities (excluding development of revenue-generating or mission-oriented software) that are directly utilized by the Front Office.

OMS – Organization Management Solution. The term previously used by the Government to describe the contract strategy that is now Workforce 3.0.

Outcome-based performance – Refers to a change in evaluating vendor performance to one that is outcome driven vs. output driven. Performance will be measured by quality of outcomes compared to simply the completion of deliverables, rather than the acceptance of supplies or timecards.

Significant Product – Revenue-generating product or packaged service offering widely available in an enterprise, customer, or government market. Constitutes original Intellectual Property (rather than white- labeled product lines) with novel contributions by the offering company.

Value-Metric Based Incentives – Contract rewards (incentive profit or logical follow-ons) that are awarded based on meeting criteria related to the quality, effectiveness, and efficiency of the products and services delivered compared to the cost of the contract.

Workforce 3.0 (WF3) – Managed technology and organizational contract solution intended to challenge PEO DHMS' status quo and shape a more innovative, agile, and PEO DHMS workforce using best practices and technology from the commercial/private sector to provide PEO DHMS personnel the tools they need to operate as effectively and efficiently as possible.

Organizational Terms

DMIX – Defense Medical Information Exchange. This is a major sub organization under the DHMSM Program Management Office that sustains systems for handling Defense healthcare information.

DHMSM – DoD Healthcare Management System Modernization. DHMSM manages the MHS GENESIS baseline and federal enclave and deploys the Electronic Health Record to DoD and U.S. Coast Guard facilities.

EIDS – Enterprise Intelligence and Data Solutions is a sub-organization under the DHMSM Program Management Office with a mission to deliver data services and systems that will form a federal data hub. EIDS is in the process of migrating many capabilities to the commercial cloud.

FEHRM – Federal Electronic Health Record Modernization Program Office coordinates Department of Veterans Affairs and DoD efforts to establish and continually improve a shared modern EHR.

Integrated Product Team – An integrated product team is a multidisciplinary group of people who are collectively responsible for delivering a defined product or process. IPTs are used in complex development programs/projects for review and decision-making. The emphasis of the IPT is on involvement of all stakeholders in a collaborative forum.

“Inside the Wire” Partners – Contractors who have executed non-compete agreements relative to PEO DHMS work, as well as non-disclosure agreements. These partners provide support and expertise related to efforts to develop strategies and other sensitive approaches and plans. “Inside the Wire” contractors may be provided access to contractor bid/proposal information or source selection information when necessary. Prior to granting access to this information, other partners will be offered an opportunity to pursue non-disclosure agreements between the corporate entities.

Joint – Connotes activities, operations, organizations in which elements of two or more Military Departments or Agencies participate, such as the Navy and Air Force, or DoD and VA in the case of the Joint Legacy Viewer.

JOMIS – Joint Operational Medicine Information Systems. JOMIS products support military units in operational theaters.

PEO DHMS – Program Executive Office, Defense Healthcare Management Systems. This is the executive arm of the US Defense department organization responsible for development and lifecycle support of Defense and Veteran healthcare technology products, such as the Electronic Health Record.

PEO 2.0 – Shorthand for the current state of PEO DHMS maturity, and the prior acquisition strategy from 2014.

PEO 3.0 – The target state for PEO DHMS brought about by WF3 and other initiatives. PEO 3.0 will function as if it were a world class tech product organization.

Prime Mission Product/Capability Partner – These contractors partner directly with PMOs to deliver new code and commercial software products to end-users, as well as operating, maintaining, and updating these products and other Government-developed products once they have been fielded.

Program Management Office (PMO) – In the DoD, PMOs work under Program Executive Offices (PEO) to manage lifecycle support to specified sets of capabilities. PMOs manage the efforts of Prime Mission Product contractors.

VA – The Department of Veterans Affairs. Partners with DoD in implementing a single, seamlessly integrated electronic health record (EHR) that will accurately and efficiently share health data between the two agencies and ensure health record interoperability with our networks of supporting community healthcare providers.

DoD Acquisition Terms

PWS – Performance Work Statement is a statement of work for Performance-Based Acquisitions that clearly describes the performance objectives and standards that are expected of the contractor. When a contract is awarded, it is legally binding upon the contractor and the U.S. Government.

IDIQ – Indefinite delivery, indefinite quantity contract. A contract type that provides for an indefinite quantity of services for a fixed time. IDIQs help streamline the contract process and speed service delivery. Awards are usually for base years and option years. The government places task orders (for services) against a basic contract for individual requirements.