

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE <b>J</b>	PAGE OF PAGES <b>1   17</b>
2. AMENDMENT/MODIFICATION NO. <b>0002</b>	3. EFFECTIVE DATE <b>10-Jan-2024</b>	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY DHA CONTRACTING OFFICE-(PS-CD) HT0011 7700 ARLINGTON BLVD FALLS CHURCH VA 22042		CODE <b>HT0011</b>	7. ADMINISTERED BY (If other than item 6)  <b>See Item 6</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)			<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO. <b>HT001124R0064</b>
			<input checked="" type="checkbox"/>	9B. DATED (SEE ITEM 11) <b>05-Dec-2023</b>
			<input type="checkbox"/>	10A. MOD. OF CONTRACT/ORDER NO.
			<input type="checkbox"/>	10B. DATED (SEE ITEM 13)
CODE		FACILITY CODE		
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  The purpose of this amendment 0002 is to revise Addendum to FAR 52.212-1 - Instructions to Offerors - see highlighted statement added.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
			TEL: _____ EMAIL: _____	
15B. CONTRACTOR/OFFEROR  _____ (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED  <b>10-Jan-2024</b>

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

## SECTION SF 1449 - CONTINUATION SHEET

The following have been modified:

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

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

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

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

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

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

(1) The solicitation number;

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

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

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

(5) Terms of any express warranty;

(6) Price and any discount terms;

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

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

(9) Acknowledgment of Solicitation Amendments;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an

offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

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

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

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of Federal specifications, standards, and product descriptions can be downloaded from the ASSIST website at <https://assist.dla.mil>.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained from the address in paragraph (i)(1)(i) of this provision.

(2) Most unclassified Defense specifications and standards may be downloaded from the ASSIST website at <https://assist.dla.mil>.

(3) Defense documents not available from the ASSIST website may be requested from the Defense Standardization Program Office by--

(i) Using the ASSIST feedback module (<https://assist.dla.mil/feedback>); or

(ii) Contacting the Defense Standardization Program Office by telephone at 571-767-6688 or email at [assisthelp@dlamail](mailto:assisthelp@dlamail).

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

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

(k) Reserved.

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

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

(End of provision)

ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

- (b) *Submission of proposals.* This is a FAR Part 12 acquisition. The Offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. The Government reserves the right to seek information through clarifications or communications with the Offerors. The Government also reserves the right to hold discussions or negotiations if the Contracting Officer finds it necessary to do so. The offer shall not simply rephrase or restate the Government's requirements, but shall provide convincing rationale to address how the Offeror intends to meet the requirements. The Government does not intend to hold discussions, however, it reserves the right to hold discussions or negotiations if the Contracting Officer finds it necessary to do so. In addition, the Government reserves the right to seek information through clarifications or communications with the offeror. Only one contract award is anticipated resulting from this solicitation. The Government reserves the right to withdraw, modify, or eliminate various aspects of the requirement determined to be too costly or impractical prior to award. By submitting a proposal, the offeror indicates its intent to comply with all requirements of the solicitation and perform all work within the scope of an anticipated contract award. Proposals that do not comply with the solicitation instructions may be rejected without consideration or evaluation.

**In addition, the offeror must be certified as an 8(a) small business under the appropriate NAICS code at time of solicitation submission. If at time of solicitation submission, the offeror is not identified as an 8(a) small business, the offeror will be excluded from further evaluation and found ineligible for award. A compliance review will be conducted for all proposal submissions upon receipt of offers; all offerors will be reviewed to verify 8(a) status.**

- a. *Points of Contact.* Points of Contact (POC) for this solicitation are [cherish.d.young2.civ@health.mil](mailto:cherish.d.young2.civ@health.mil) and [vicki.l.whiteman.civ@health.mil](mailto:vicki.l.whiteman.civ@health.mil).
- b. *Questions.* Questions shall be submitted to the Contracting Officer/Contract Specialist (listed POCs above), no later than **December 15, 2023 at 2:00 p.m. Eastern Time**. Late or follow-up/additional questions will not be accepted or acknowledged after this date and time. Answers to submitted questions will be provided via solicitation amendment and posted to the Government wide point of entry. Answers will not be provided via email. It is the responsibility of the offerors to monitor the Government wide point of entry for question and answers and for any future solicitation amendments.
- c. *Electronic Submittal:* Proposals shall be electronically submitted via e-mail to the Points of Contact identified above. The respondent to the solicitation is responsible for ensuring receipt by the POC. The

firewall utilized by the Government contracting office does not authorize or accept zip files. The email system cannot accept emails with a file size greater than 6 MB. It is the Offeror's responsibility to ensure electronic submission is received timely by the POCs. This RFP shall not be considered direction to proceed with the subject effort, nor a promise of future direction to proceed. Contractors are solely responsible for this RFP's submission expense.

- d. This is a reminder to all Offerors to see Organizational Conflict of Interest (OCI) provisions and clauses. All offerors are required to submit the list of contracts/task orders and OCI mitigation plan and other documents as required by the OCI provisions and clauses in this solicitation by the proposal due date and time. ALL OFFERORS ARE REQUIRED TO SUBMIT AN OCI MITIGATION PLAN even if the respondent has NEVER performed contracts for DHS.
- (c) *Period for acceptance of proposals.* The respondent agrees to hold the prices in its proposal firm for 180 calendar days from the date specified for receipt of proposals.
- (e) *Multiple Proposals.* Offerors shall submit only one offer presenting terms and conditions and commercial items/services for satisfying the requirements of this solicitation. In the event an Offeror submits more than one offer, only the last offer submitted prior to the due date and time for offers will be considered for evaluation.

(m) Offer Content and Format. An offer shall consist of 1 separate cover letter and four (4) separate volumes:

Volume 1 for material to be reviewed under the Technical Factor, Volume 2 for all Past Performance Information, Volume 3 for all Price Information, and Volume 4 for material submitted regarding the Organizational Conflict of Interest (OCI) mitigation plan, OCI contract list and that which is related to OCI provisions and clauses. An offer page is 8.5 inches by 11 inches with 1-inch margins using single lines in Times New Roman font of no less than 12-point size font. Tables, graphics, and callouts may use 10-point font. Narrative shall be submitted in MS Word or searchable PDF Format. Detailed pricing information shall be submitted in tabular format compatible with MS Excel. All Excel cells shall be unlocked and editable, with formulas shown extended out two decimal places. All pages of the offer volumes shall be numbered, using a uniform numbering system. Page numbers, headers and footers may be outside the page margins and are not bound by the font and point size requirement. For any segments of an offer with a defined page limit, pages exceeding the specified limit will be removed and not forwarded for evaluation. Any offer containing proprietary information shall be clearly marked. All pricing information shall be addressed ONLY in the Price Volume. Each volume shall contain a title page and glossary of all abbreviations and acronyms used, and with an explanation for each. Each volume title page shall include the offeror's name, address, and Cage Code/Unique Identifier. Each volume may contain a Table of Contents. Title pages, glossaries, and tables of content do not count against the page limitations for their respective volumes.

Cover Letter Instructions. The cover letter shall reference the solicitation/RFP number and include the Company Name, Address, Contract and Government Entity (CAGE) code, and Unique Identifier number. The cover letter shall identify the name, address (if different from the company address), telephone number, and e-mail address of the individual authorized to provide clarifications and have communications with the Government. Cover letters shall state offer validity at least 180 days from the date of submittal and shall provide a statement specifying the extent of agreement with terms, conditions, provisions, and representations and certifications included in the solicitation.

Cover letters shall indicate receipt of all solicitation amendments by incorporating one copy of each Standard Form 30 or by listing each solicitation amendment. The cover letter should include any other information required for compliance with the solicitation and solicitation provisions, but not specified for inclusion in an offer volume. The cover letter has no page limit. The cover letter must address the offerors response to DFARS provision 252.239-7009, Representation of Use of Cloud Computing.

(1) **Volume 1, Technical Instructions.** This volume shall not include information related to the offeror's price.

Volume 1 shall include Subfactor 1 - Technical Approach Narrative, Subfactor 2 – Quality Control Approach and Subfactor 3 – Staffing Plan and Key Personnel. The Volume 1, Factor 1 – Technical, Subfactor 1 - Technical Approach Narrative, Subfactor 2 – Quality Control Approach and Subfactor 3 – Staffing Plan shall not exceed a total of 25 pages when combined. Key Personnel Resumes and Key Personnel Letters of Intent are not included in the total aforementioned 25-page count. Key Personnel Resumes shall not exceed 3 pages each. Key Personnel Letters of Intent shall not exceed 1 page each. The aforementioned 25-page count limit does not include the cover page, table of contents or glossaries. The Technical Volume shall clearly indicate where (by page number) the Subfactor 1 - Technical Approach Narrative, Subfactor 2 – Quality Control Approach and Subfactor 3 – Staffing Plan, Key Personnel Resumes, and Key Personnel Letters of Intent, each begins and ends. In addition, the Offeror shall reference each PWS section/sub-section by title, section/sub-section number and page number(s) as identified below. For any segment of an offer with a defined page limit, pages exceeding the defined page limit will be removed and not forwarded for evaluation.

### **Factor 1 – Technical**

**Sub-Factor 1, Technical Approach:** The Government will evaluate the Volume 1 – Technical, Sub-Factor 1 - Technical Approach narrative, as well as the Volume 3 (Price) labor mix and level of effort. The Volume 3 labor mix and level of effort will be evaluated to determine if the labor mix and level of effort proposed is appropriate for completion of ALL the PWS tasks.

The Government will review the Volume 1, Factor 1, Subfactor 1 - Technical Approach narrative to determine the degree to which the Technical Approach demonstrates a clear understanding of each evaluation criteria PWS task and a work plan or methodology that ensures achievement of the task objectives under Section 5 of the PWS. To this end, the Government will evaluate only the Section 5 PWS requirements identified below. If a PWS requirement contains bulleted sub-items, the Government will only evaluate those bulleted sub-items that are specified below.

Subfactor 1 - Technical Approach. The offeror shall describe, in a narrative format, its technical understanding, its technical approach, along with any innovative solution to meet the following PWS sections and subsections:

#### 5.1.2 Support Joint Capabilities Integration and Development System (JCIDS) Processes.

5.1.2.1 Strategic Planning. Personnel shall support the Capabilities Development Requirements Office in the development of the concepts and approaches to deliver JCIDS documentation in coordination with Service Combat Developers, COCOMs, and the OJSS. The contractor shall capture these strategic planning concepts in the form of a Procedural Instruction (PI), Concept of Operations (CONOPS), or other suitable strategic planning document. The document will be revised periodically, as the situation warrants. Contractor deliverable updates will be provided by the Program Manager on a monthly basis (Microsoft Word) as well as Microsoft Excel addressing specific projects and associated milestones.

#### 5.2.3 Provide Doctrine, Organization, Training, Materiel, Leadership and Education, Personnel, Facilities, and Policy (DOTMLPF-P) Analysis Support

5.2.3.1 The Contractor shall provide additional analytical and administrative support necessary to provide the MHS with a full-spectrum requirements development function via DOTMLPF-P analyses within or, on a standalone basis from, the formal JCIDS process. The Contractor shall track the documents, provide briefing assistance, provide necessary support for comment adjudication, preparation, and schedule presentations to the appropriate stakeholders in the JCIDS governance chain. (Contractor deliverable updates will be provided by the Program Manager on a monthly basis (Microsoft Word) as well as Microsoft Excel addressing specific projects and associated milestones. Deliverable 4).

#### 5.3.2 Perform and Document Capabilities Based Assessments (CBA's) and Supporting Analysis

5.3.2.3 The Contractor shall prepare and document the CBAs in formats required for the JCIDS process or in other Government prescribed formats. (Contractor deliverable updates will be provided by the Program Manager on a monthly basis (Microsoft Word) as well as Microsoft Excel addressing specific projects and associated milestones.

### 5.3.3 Develop and Document Requirements

5.3.3.1 The Contractor shall support the development of accurate and complete requirements sets on behalf of the Capabilities Development Requirements Office via an approved project management approach, plan and timeline. In the performance of this task, the Contractor shall collaborate with all necessary Service Combat Developers, COCOM, and OJSS stakeholders. The Contractor shall be responsible for documenting the complete requirements set following MHS guidelines. Contractor deliverable updates will be provided by the Program Manager on a monthly basis (Microsoft Word) as well as Microsoft Excel addressing specific projects and associated milestones.

5.3.3.3 If the approved Project Management Approach for a particular project includes the need to issue a Request for Information (RFI), then the Contractor shall analyze the needed information and draft RFI documents for Program Management Office (PMO) approval. The Contractor shall assist the PMO in the analysis of information obtained from the RFI process.

5.4.1.1 The Contractor shall provide overall Project Management to each requirements project in support of the Government Project Lead. The Contractor shall utilize proven Project Management methodologies to assure that all activities and risks are identified, documented, tracked and managed so that each requirements project will be continuously evaluated and monitored.

### 5.4.2 Develop Information and Decision Briefings

5.4.2.1 The Contractor shall develop briefings, White Papers, and executive summaries, executive briefings that clearly describe the requirements set in an appropriate level of detail for Senior Leaders to understand the capability being supported, the alternatives and their business impacts and benefits, and the implications to the users and the MHS of approval of the requirements set and/or alternatives.

## **Subfactor 2, Quality Control Approach.**

Subfactor 2 - Quality Control Approach Narrative: The proposal may include additional narrative amplifying information contained in the Quality Control Plan (QCP) as described by PWS 1.9 and 1.9.1. At minimum, the QCP shall include a self-inspection plan, an internal staffing plan, and an outline of the procedures that the Contractor will use to maintain quality, timeliness, responsiveness, customer satisfaction, and any other requirements set forth in this solicitation including the following:

- (a) The plan must include a self-inspection plan, an internal staffing plan, and an outline of the procedures that the Contractor will use to maintain quality, timeliness, responsiveness, and customer satisfaction.
- (b) The plan must detail the procedures to be utilized to ensure inspection will be taken from the appropriate phases of workflow. If the offeror proposes any changes or modifications to the PRS, these should also be included.
- (c) When, where and by whom the Offeror process controls will be performed. The offeror should state the number of people that will be permanently assigned to this program and their assignments.
- (d) Appointment of an official who shall be responsible for the operation of the quality control system/department and for investigating and ascertaining the causes of deficiencies.  
In addition, the Quality Control Plan Approach should provide the following:
- (e) Identify and describe your processes, procedures, and metrics to quality control, which will result in successful performance of the deliverables.
- (f) Demonstrate how you will implement and work within the types of metrics described in the PWS Part 5.
- (g) Describe how your organization performs quality checks with your subcontractors' work.
- (h) Describe and demonstrate how you will ensure quality when processing data and when generating reports to avoid inaccurate payments.



5.3.3.2 The Contractor shall perform Quality Assurance (QA), review of the requirements set, following the approved QA Guidelines and Criteria. The Contractor shall coordinate a review of the requirements sets among major stakeholders, such as DHA, the Service Combat Developers, COCOMS, OJSS, Program Offices, and other review bodies, adjudicate comments, and prepare the final package to be submitted for Cost and Schedule. (Contractor deliverable updates will be provided by the Program Manager on a monthly basis (Microsoft Word) as well as Microsoft Excel addressing specific projects and associated milestones.

5.3.3.4 The Contractor shall use industry best practices in writing requirements and follow MHS guidelines in the elicitation, development and documentation of requirements in the performance of this task.

### **Subfactor 3, Staffing Plan and Key Personnel.**

Subfactor 3: Staffing Plan and Key Personnel: The Offeror's staffing plan and key personnel shall include the following:

(a) 5.1 Basic Services: Demonstrate how your chain of command practices will ensure completion of all tasks (particularly emphasizing communications, accounting, crosschecks on schedule early enough to take necessary corrective actions, and flexibility in allocating resources based on Government priorities).

(b) 1.6.1. Transition-In: The offeror shall demonstrate capability to prepare and manage the transition-in period and ensure incoming personnel are functionally trained and qualified on the full performance start date.

(1) 1.6.1.1.1 The offeror shall demonstrate the capability to comply with transition-in requirements of the DHA, as listed in paragraph 1.10.1, for contractors needing to be issued Common Access Card (CAC) identification, including Department of Defense (DoD) and DHA-directed training and forms submission, prior to network access.

(c) 1.12 Key Personnel:

(1) Key Personnel Resumes. The offeror shall include resumes of all Key Personnel included in PWS Section 1.12. Key Personnel Resumes shall not exceed 3 pages each. Resumes shall include a list of relevant training, education, certifications, technical experience, and specific task related experience and abilities cited in the PWS for each Key Personnel position. Every bullet point and minimum requirement for each Key Personnel position must be addressed in each resume submitted. Evaluators will not assume that a Key Person has the necessary minimum standards required. Therefore, each minimum standard must be clearly explained and accounted for in the Key Personnel Resumes. Job titles for Key Personnel identified in the successful offer will be incorporated into the award document and those positions will be subject to limitations on reassignment of Key Personnel.

(2) Key Personnel Letters of Intent. Key Personnel Letters of Intent shall not exceed 1 page each. The offeror shall include letters of intent for those Key Personnel who are not current employees of the prime respondent. Letters of Intent are not required for employees of the prime respondent. Letters of intent are required if the Key Person is an employee of a quoted sub-contractor, teaming partner, or outside entity of the prime.

The Knowledge Management Decision Support Manager is identified as Key Personnel. The minimum qualifications are:

Minimal Qualification:

- Education: a bachelor's degree in a healthcare related field;
- Technical Experience: a minimum of five years' experience in acquisition, strategic/operational planning, business process management, business operations, policy coordination, interpretation and dissemination, training, task management, information management, and related activities;
- Specific Task Related Experience and Abilities: preparing capability documentation (e.g., JRDs, ICDs, CDDs), CONOPs, PIs, point papers, fact sheets, requirements analysis, decision documents, and support of

Program Reviews. Program Lead shall possess extensive knowledge of defense acquisition, JCIDS, DOTMLPF-P Change Recommendations.

Knowledge Management Decision Support Manager: Roles and responsibilities include having responsibility for personnel and ensuring daily tasks are completed in accordance with the guidance of government lead. The Knowledge Management Decision Support Manager is responsible for all document coordination in the Knowledge Management Decision Support Tool. The Knowledge Management Decision Support Manager shall be on site and available between 0730 to 1530 hrs Eastern, Monday through Friday except Federal holidays or when the government facility is closed for administrative reasons. Ad-Hoc and or Situational Telework shall be approved at the discretion of the government lead and contract manager.

Staffing Plan. The respondent shall describe the following in a narrative format:

(1) The proposal shall describe roles and functions within the team and how the efforts are allocated and managed to satisfy the full range of the work effort described in the PWS. When hiring personnel, the respondent shall keep in mind that the stability and continuity of the workforce are essential. The proposal shall identify the primary addresses at which the respondent intends to perform work. The quote shall identify the numbers of current employees, contingent employees and vacant positions reflected in the quote's proposed labor. For current and contingent employees, the proposal shall summarize their education, experience, and certifications relevant to the quote effort. The proposal shall describe the qualifications of hiring officials to assess candidates for these vacant positions. The proposal shall describe how the mix and balance of education, experience and certifications of team members contribute to quality and effectiveness.

(2) The staffing plan should clearly illustrate the respondent's approach to achieve the following:

(a) Personnel assigned to or utilized by the contractor in the performance of this contract shall, as a minimum, meet the experience, educational, or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable, and professional manner. In its staffing plan, if the offeror does not identify the labor categories listed in Attachment 2, then a cross-reference list should be provided in the offeror's proposal identifying the difference.

(b) For any proposed personnel not currently in the employ of the contractor, a written agreement from potential employee to work will be part of the technical quote. The burden of proof to sustain that proposed personnel are qualified as prescribed herein shall be upon the contractor.

(c) The offeror must have the personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in contract. The Contracting Officer reserves the right to determine if the staffing plan contains necessary and sufficiently detailed, related experience to reasonably ensure the ability for effective and efficient performance.

(2) **Volume 2, Past Performance Instructions.** This volume shall not include information related to the proposed price. The Past Performance volume page limit is 20 pages. The volume shall include the following information:

#### **Factor 2 – Past Performance Information**

(a) References. The Offeror shall submit no more than three (3) past performance references. The past performance references submitted may be those of the Offeror, a combination of references of the Offeror and the Offeror's proposed subcontractors and/or teaming partners. At least one of the three references must be from the prime offeror.

If the prime offeror cannot submit at least one reference a detailed explanation must be provided as to why the offeror cannot submit the reference. The work covered by any past performance reference may have been with Federal, State, City agencies and/or commercial customers.

\*\*\*Each Reference (and associated submitted Past Performance Questionnaire) may only cite one (1) contract number. If the contract is an IDIQ contract or a Blanket Purchase Agreement, only one (1) delivery/task order or call order (under BPA) may be cited. A reference is defined as 1 contract or order; not a long-term contract (i.e., 5 years)

and various follow-on contracts, i.e., bridge contracts. If a single reference (and associated PPQ) provides more than (1) one contract number or more than (1) one associated order, that entire reference will not be provided to the evaluation team, will not be evaluated, and the offeror's past performance rating may be negatively impacted.\*\*\*

(b) Past Performance Definitions: Relevant is defined as work similar in size, scope, and complexity of the work described in the Performance Work Statement and which demonstrates the Offeror's ability to perform the effort proposed. Recent is defined as contracts/orders where the Offeror performed on a contractual effort within the past 3 years from release of this solicitation.

(c) Reference Content: It is the Offeror's responsibility to provide valid, current and verifiable information. Each submission of Past Performance Information should include the following:

- Project title.
- Description of the project.
- Cage Code under which work was completed
- Name of Prime/Subcontractor/or teaming partner that performed work
- Government Agency or Organization name that contracted for the performance.
- COR's name, address, and phone number (Person responsible for acceptance and verifying compliance).
- Contracting Officer's name, address, and phone number.
- Contract Number and, if applicable, Task/Deliver/Call Order Number
- Current status, e.g., completed and/or if in progress, work start and estimated completion dates.
- Dollar value and type of contract. Dollar value should be based on the base plus 4 option period awarded for entire period of performance.
- PWS paragraphs that the reference applies to.
- Key personnel, if applicable (highlight those individuals who worked on the relevant project(s) and are also being proposed for this effort.)
- A narrative of why you deem the reference relevant to this effort.

• For each past performance record submitted, the Offeror should fill out the Past Performance Questionnaire (**Attachment 3, titled "Past Performance Questionnaire for Solicitation HT001124R0064 LT-CRDS"**) from the beginning of the questionnaire and complete through Part 1 only. The Offeror must transmit the questionnaire to their reference (person responsible for acceptance and can verify compliance), for completion by the reference, of Part 2 of the questionnaire. The REFERENCE must then submit each questionnaire via email, directly to the government POC listed in the Past Performance Questionnaire. A Past Performance Questionnaire submitted directly by the Offeror to the Government POC or reference information provided by or for POCs who work directly for your company, or indirectly (i.e. in a prime or subcontractor relationship), will NOT be considered relevant. All Past Performance Questionnaires (PPQ) are due to the DHA POC listed on the PPQ Attachment, by the offer due date and close time, listed in block 8 of page 1 of the solicitation or of the most recent amendment, if amended. It is the offeror's responsibility to ensure PPQs are received by the Government.

(d) Subcontractor Past Performance Consent Forms are required to be included in the Past Performance Volume. Past performance information concerning subcontractors and teaming partners cannot be disclosed to a private party without the subcontractor's or teaming partner's consent. Because a prime contractor is a private party, the Government will need that consent before disclosing subcontractor/teaming partner past and present performance information to the prime during exchanges. In an effort to assist the Government in assessing your past performance relevancy, a consent form must be completed by the subcontractors/teaming partners identified in your proposal. The completed consent forms should be submitted by the offering contractor in the past performance volume. The **Solicitation Attachment 4 - Sample Consent Letter** shall be used by all offerors.

(e) Past Performance Information From Other Sources: The Government may also seek and consider past performance information obtained through other sources.

(3) Volume 3, Price Instructions. The Price Volume Narrative has no page limit and may contain any information the Offeror deems relevant to the proposed pricing. The Government intends to award a Firm Fixed Price contract. The Government will not evaluate any offers that contain Other Direct Costs. There will be only firm fixed priced travel on this contract. Travel CLINS proposed must use the Plug In Value of \$10,000.00 for each year for a total of

\$50,000.00 for the Base Period and 4 Option Periods. The Plug In Value of \$5,000.00 must be used for the 6-month 52.217-8 period. There will be no Other Direct Costs (ODCs) CLIN provided on this contract. Therefore, offerors should ensure that the Firm Fixed Price CLIN prices are all inclusive of the offeror's approach to fulfill the entire Performance Work Statement. The offeror is expected to price all of the work required by the Performance Work Statement under the Firm Fixed Price CLINs. The offeror's prices shall NOT include any assumptions that change the terms or provisions of this solicitation. The priced offer must include a detailed basis of estimate for the offered prices in Volume 3 – Price narrative. The Government reserves the right to not accept deviations, exceptions, or conditional assumptions taken to the requirements of the solicitation. Note that any deviations, exceptions, or conditional assumptions taken to the requirements of the solicitation will make your offer un-awardable. Based on the availability of funds at time of award, the Government reserves the right to decrease the duration of the period of performance for the Base Period and any other Option Period before awarding a contract.

(a) Pricing Sheet. The offer shall include a completed pricing sheet in accordance with Attachment 2 – Pricing Sheet in a Microsoft Excel format. The offeror shall fill out all tabs (CLINS TOTAL, CLIN BREAKDOWN), within the pricing sheet and ensure mathematical computations are correct and proposed prices shown are consistent throughout each tab extended out two decimal places only. Every cell in the CLIN BREAKDOWN Tab shall have an input and be filled out in its entirety as the Government also uses this sheet to check for subcontracting entities that are similarly situated and for compliance with FAR clause 52.219-14. Offerors shall offer a fully loaded labor rate for each labor category being offered. Offerors are highly encouraged to propose discounted fully burden labor rates. Offerors shall propose on all contract line items. A line-item price left blank will be considered non-responsive to this request and the offer may not be considered for award. Offers shall remain valid for a minimum of 180 days from the date of submission. All formulas must be shown (unlocked and editable). Offeror's pricing for FAR 52.217-8 option to extend services, shall equal one-half of the Offeror's 4th option period prices. The Travel Plug In Value of \$10,000.00 per year for the base and four option years must be used and \$5,000 for the 6-month 52.217-8 period.

(b) Estimated Level of Effort. The Government estimates that this acquisition will require an approximate level of effort, as outlined under Solicitation Attachment 1 – PWS Section 7.3 - Estimated Workload Data to accomplish all the tasks identified in the PWS. Please note that the Government estimate is only put in place for Offerors to ascertain the approximate or estimated level of effort for this requirement. However, this is not to be construed as either mandatory or necessarily the best technical approach. It is only in place as a reference to allow offerors to better understand the general scope of this effort from the Government's perspective. The Government is seeking the best level of effort and labor mix your company has determined is right to accomplish the mission contained in this PWS. You are not bound to offer these labor categories or quantities, rather you are expected to provide your best solution citing the labor mix and quantity required to accomplish the tasks. You are strongly encouraged and expected to submit a level of effort consistent with all of the price and non-price aspects of your approach.

(c) Supplemental Pricing Information. The price proposal shall include supplemental pricing information that provides a breakdown of the proposed price for each fixed-price CLIN. This breakdown shall identify labor category, the discounted unit price for the items, and the number of units of the item (e.g., labor hours). The price proposal shall demonstrate calculation of the total CLIN price from the item price information. The price proposal shall demonstrate calculation of totals for each base year and option year and an overall total proposed contract value for the base plus 4 option years. The price proposal shall identify the labor to be performed by each of the proposed personnel. The offeror may choose the format of this presentation. Supplemental pricing information shall be submitted in Microsoft Excel format with unlocked and editable cells.

Example:

Support to Long-Term Capabilities Requirements Document Support (LT-CRDS), CLIN 0001

Labor Category	Rate	Discount	Hours	Total
Analyst 2 (Key)	\$165.00	\$110.00	960	\$105,600.00
Analyst 2	\$150.00	\$100.00	1,600	\$160,000.00
Analyst 1	\$112.50	\$75.00	800	\$60,000.00
TOTAL			3,360	\$325,600.00

Please use the pricing sheet in the form of an Excel spreadsheet provided with this solicitation.

In its rates, the respondent must take into account the anticipated materials required for successful performance/completion of all tasks in the PWS.

(d) Additional Pricing Information. For respondents certified as Small Businesses under the associated NAICS code, the proposal shall provide a breakout in the pricing volume which shows compliance with FAR Clause 52.219-14, Limitations on Subcontracting. The offeror shall provide evidence that shows for each Base Year and Option Year, at least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern (prime offeror). The offeror shall include in their additional pricing information a breakout of all subcontractor labor categories and subcontractor labor hours for each labor category provided by subcontractors. If an offeror does not comply with FAR Clause 52.219-14, the offeror may be found non-responsive to the terms and conditions of the solicitation and may be removed from consideration.

(e) Service Contract Labor Standards (SCLS) Information (FAR 52.222-41). The offeror shall provide a breakout of any proposed employees subject to the SCLS. The respondent shall cross map the proposed labor categories applicable to the SCLS, to the Occupational Codes listed on the Solicitation Attachment 17 – Department of Labor Wage Determinations.

(f) Estimated Level of Effort. The estimate should be based on 2080 direct labor hours per person per year. The offeror's accounting of direct labor hours per person per year may differ. The proposed level of effort should be consistent with the offeror's total price proposal submission.

Any use of subject matter experts (SME) or other labor categories, not established in the standardized labor categories, shall be explained in full as to why an existing labor category is impractical to use and provide a cross-walk to map back to the Government labor workload categories.

(g) Discounts. If discounts are being proposed, the Contractor shall provide or identify the discounts.

#### **(4) Volume 4 – Organizational Conflict of Interest (OCI) Instructions.**

The OCI Volume 4 has no page limit. The OCI Volume 4 should include an OCI mitigation plan (even if the offeror has never performed on contracts at DHA or TRICARE Management Activity) and list of contracts/task orders (see Solicitation Attachment 5 – OCI Contract List Template) which discloses all past (preceding five (5) years) and present contracts/orders and subcontracts in support of the Defense Health Agency (DHA) to include those with former TRICARE Management Activity (TMA), held by the Offeror. The Offeror shall submit one list containing all of the contracts and additional information found on Attachment 5 for their own contracts and those of their proposed subcontractors and/or Teaming Partners. The Agency will not accept separate Attachment 5 submissions from proposed subcontractors and/or Teaming Partners. Failure to follow these Instructions will result in the proposal being found noncompliant, the proposal will not be forwarded for evaluation, and the Offeror will be ineligible for award. If the offeror and its proposed subcontractors and/or Teaming Partners do not have past (preceding five (5) years) and present contracts/orders and subcontracts in support of the Defense Health Agency (DHA) to include those with former TRICARE Management Activity (TMA), then the Offeror must specifically state that within their Volume 4 OCI submission. If the Agency determines that the Offeror or one of its proposed subcontractors and/or Teaming Partners have held a contract within the preceding five years and/or currently holds a contract then the proposal will be found noncompliant, the proposal will not be forwarded for evaluation and the Offeror will be ineligible for award. See DHA Organizational Conflicts of Interest provisions and clauses in this solicitation for more information on OCI submission and what needs to be included.

ATTENTION: All offerors must comply with the OCI instruction, by providing a plan for future OCI mitigation and a different OCI mitigation plan, if there is an existing OCI. If an offer does not include the required plan(s), the Government reserves the right to remove it from consideration for non-compliance with the solicitation instructions. Even if an offeror or its proposed subcontractors have never performed work for DHA, every offeror is required to submit an OCI Mitigation Plan.

(n) Non-Government Advisors. Contract support personnel from Amyx will be providing administrative support to the solicitation and contract administration support functions related to this contract effort. Contractor personnel (current and future) have/will have executed Non-Disclosure Agreements and their contracts include clauses prohibiting Organizational Conflicts of Interest and requiring screening for personal conflicts of interest.

(o) The non-FAR Part 12 discretionary FAR and DFARS provisions included herein are incorporated into this solicitation either by reference or in full text. If incorporated by reference, see provision 52.252-1 for locations where full text can be obtained.

(p) Reference DHA PD 03-03 IMPROPER BUSINESS PRACTICES AND PERSONAL CONFLICTS OF INTEREST (AUGUST 21, 2014)

1. The Offeror's attention is directed to FAR, Part 3 and DFARS, Part 203, "Improper Business Practices and Personal Consultant Conflicts of Interest."

2. 252.203-7005 Representation Relating to Compensation of Former DoD Officials (Nov 2011)

(a) Definition. "Covered DoD official" is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

3. Use of Former DoD/Defense Health Agency (DHA) Employees and Uniformed Service Members in Proposal Preparation.

The involvement of a former DoD/DHA employee/member in an offeror's proposal preparation may give rise to an unfair competitive advantage or the appearance thereof, if the former DoD/DHA employee/member acquired nonpublic, competitively useful information in his or her former position. Such knowledge could include proprietary information of competitor's performance on past or current contracts with similar requirements or source selection sensitive information pertaining to this procurement. Consequently, the Offeror must notify the Contracting Officer prior to the involvement in the proposal preparation by a former DoD/DHA employee/member reasonably expected to have had access to such information. Based on the notification, the Contracting Officer will make a determination whether involvement of the former DoD/DHA employee/member in proposal preparation could create an unfair competitive advantage or appearance thereof. The Contracting Officer will further determine whether any mitigation measures taken or proposed by the offeror are adequate to alleviate this concern or whether the offeror will be disqualified from the competition. Failure to comply with these procedures may result in the offeror's disqualification for award.

(q) ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions

The term organizational conflict of interest (OCI), as used in this provision, carries the meaning set forth in FAR Part 2.

As used in this provision, the term Offeror encompasses the Offeror itself, its subsidiaries, affiliates (as defined in FAR 2.101), partners, subcontractors, team members, marketing consultants (as defined by FAR subpart 9.501), and any of its successors or assignees.

b. Types of OCIs.

- 1) Biased Ground Rules – Consists of situations in which an Offeror, as part of its performance of a Government contract, helped (or is in a position to help) set the ground rules for another Government acquisition by, for example, writing the statement of work or the specifications, or establishing source-selection criteria. In the “biased ground rules” cases, the primary concern is that the Offeror may have (or could), whether intentionally or not, establish ground rules that will give it an advantage in competing for that acquisition.
- 2) Impaired Objectivity – Consists of situations where an Offeror has an interest (typically financial) that may conflict with the interests of the Government to whom the Offeror has (or will have) a contractual obligation, and the Offeror’s work under the Government contract could give it the opportunity to benefit its other business interests. If the Offeror is providing recommendations, judgment, or advice, and its other business interests could be affected by that recommendation, judgment or advice, the Offeror’s objectivity may be impaired. An example is where the Offeror will be evaluating its own work or the work of a competitor (or potential competitor), either through an assessment of performance under another contract or an evaluation of proposals.
- 3) Unequal Access to Information - Consists of situations in which an Offeror has access to nonpublic information (including proprietary information and nonpublic source-selection information) as part of its performance of a Government contract and that information may provide the Offeror with an advantage in competing for some future Government contract. In these “unequal access to information” cases, the concern is limited to the risk of the firm gaining an unfair competitive advantage; there is no issue of bias. Note: Incumbency status alone does not confer an Offeror with an unfair competitive advantage.

c. Means of addressing and resolving OCIs include, but are not limited to, the following:

- 1) Avoidance – Government action taken in one acquisition that is intended to prevent an OCI from arising in that acquisition or in a future acquisition.
- 2) Mitigation – Contractor action taken on an existing contract to reduce the risk (to a level acceptable to the Contracting Officer) that an OCI will arise on that contract or on a future contract.
- 3) Neutralization – Government action taken on an existing contract to restrict the contractor from performing, whether as a prime contractor or as a subcontractor, on future related contracts. This method current, as the protects the Government’s interests in cases where there is a risk that the contractor’s work on the contract could be biased or impaired by virtue of its expectation of future work or when the Contractor a result of performing the existing contract, would have an unfair advantage in competing for award of future work.

d. Notice.

1) The Contracting Officer has determined that the nature of the work to be performed in the contract resulting from this solicitation is such that it may give rise to OCIs for the contractor performing the work (see FAR Subpart 9.5, Organizational and Consultant Conflicts of Interest) – either during the performance of the resulting contract or in performing future Government contracts.

2) Description of the OCI. The nature of the OCI(s) is as follows: NONE IDENTIFIED AT TIME OF SOLICITATION

3) Limitation of Future Contracting. NONE IDENTIFIED AT TIME OF SOLICITATION

4) Information regarding presently existing OCIs.

(1) The following contractors participated in preparing the statement of work or other requirements documents or cost and budget estimates or otherwise had preliminary access to information that would give them an unfair advantage in competing for the contract resulting from this solicitation (and can’t provide an offer as a prime or subcontractor for this effort): Amyx Inc.

(2) The Offeror shall provide a statement with its offer which describes, in a concise manner, all relevant facts concerning any past (preceding five (5) years), present, or currently planned interests (e.g., other contracts –

government or commercial, business interests, organizational arrangements, or otherwise) that may create (or appear to create) an OCI relating to the work described in this solicitation. The Offeror’s statement should:

(3) Address whether, in its performance of any current or expired government contract (whether as a prime contractor or subcontractor), the Offeror assisted in setting the ground rules for this acquisition or had access to competitively useful information pertinent to this acquisition – such as budget or funding data, the government cost estimate, the acquisition or source selection plan, or the like.

(4) Address whether performing the work described in this solicitation could create conflicts for the Offeror any conflicts relating to work it already is performing under any other government contract or could give the Offeror an opportunity to benefit any of its other business interests.

(5) Discuss what structures it already has established and/or actions it already has taken to address any OCIs that would otherwise exist if the government awarded it the contract resulting from this solicitation. (See paragraph (g.) below regarding the separate requirement for Offerors to submit an OCI mitigation plan.)

(6) Disclose all past (preceding five (5) years) and present contracts/orders and subcontracts in support of the Defense Health Agency (DHA), to include those with the former TRICARE Management Activity, held by the Offeror (see definition of Offeror in paragraph (a) using the table below.

Contract name and number.	Name of Customer with which you are under Contract	Contract role: Prime Contractor, Subcontractor, or other	Period of Performance	Total Contract Value	Description of contract requirements	Is there an OCI associated with this contract? “Yes” or “No” (If “Yes” see (4)(e) Mitigation Plan)	Is there an existing Limitation of Future Contracting Clause associated with this contract? “Yes” or “No”	Applicable OCI Category: Biased Ground Rules, Impaired Objectivity, or Unequal Access

(7) Based on the information provided and any other information solicited or obtained by or provided to the Contracting Officer, the Contracting Officer will assess whether a significant OCI exists for the Offeror. The Contracting Officer will not award a contract until the Agency has determined that all identified significant OCIs are reasonably addressed or resolved. The Contracting Officer has the sole authority to determine whether a significant OCI exists and to determine whether the OCI has been reasonably addressed or resolved. The Contracting Officer may ultimately determine that an OCI exists which warrants disqualifying an Offeror from award of the contract.

(8) If the successful Offeror was aware, or should have been aware, of an OCI before award of this contract, and the Offeror either misrepresented or failed to fully disclose to the Contracting Officer the facts associated with the OCI, the Government may terminate the resulting contract for default.

(f.) Representation. By submission of its offer, the Offeror represents, to the best of its knowledge and belief, that it has disclosed all relevant information regarding any OCIs associated with the work to be performed under the contract resulting from this solicitation.

(g.) Mitigation Plans.

(1) The Offeror shall submit an OCI mitigation plan at time of Offer submission that explains the actions it intends to take or techniques it intends to employ in order to mitigate any OCIs that may arise during performance of the resulting contract or in connection with future government contracts. Mitigation techniques employed by an



Offeror may include (but are not limited to) establishing information firewalls, providing OCI training to employees, restricting personnel re-assignments, or subcontracting work to non-conflicted vendors. The mitigation plan shall include at a minimum the following:

- a. Declaration as to whether the plan is an initial submission with its quote, or a post-award revision
- b. Description/Nature of the conflict or potential conflict
- c. Rational for its identification
- d. Mitigation Strategy for addressing or resolving the conflict
- e. Time frame for resolving
- f. Plans for monitoring

(2) If the Contracting Officer has not included a Limitation of Future Contracting clause in the solicitation, the Offeror may request inclusion of such a clause in its quote if it believes a limitation on future contracting is necessary to properly address any potential future OCI.

(3) If an Offeror's proposed action to mitigate an OCI is not acceptable, the Contracting Officer will notify the Offeror and explain why its proposed resolution is not considered acceptable and will then allow the Offeror a reasonable opportunity to respond before making a final decision regarding the acceptability of the mitigation plan. The Contracting Officer will not award a contract until the Agency determines that the Offeror's mitigation plan effectively addresses all OCIs. The Government may communicate with an Offeror at any time during the evaluation process concerning its OCI mitigation plan.

(4) An Offeror's failure to submit a mitigation plan at the time described in paragraph (e)(1) above will result in the Offeror being eliminated from the competition.

(End of Provision)

(End of Summary of Changes)