

Quote Submission Instructions and Evaluation Criteria For CIO Modernization and Enterprise Transformation (COMET) II BPA

**A procurement by the
U.S. General Services Administration
for the
GSA-IT Office of Acquisition IT Services
Federal Acquisition Service
General Services Administration**

**Solicitation Number TBD
Contract Number TBD**

**This requirement is being solicited as a Blanket Purchase Agreement
under the
Multiple Award Schedule (MAS)**

**Special Item Number (SIN) categories: SIN 5415S IT Professional Services &
SIN 518210C Cloud Computing and Cloud Related IT Professional Services**

**NAICS 541519 – Other Computer Related Services
Product Service Code – DA01 IT and Telecom - Business/Application
Development Support Services
This is a Partial Small Business Set Aside**

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SECTION 1 – General Information for the Offerors

1.0 Introduction

This Request for Quote (RFQ) is issued utilizing the procedures authorized under FAR 8.405 (or FAR 16) and applicable supplements. By submission of a quote, the offeror accedes to all RFQ requirements. Offerors shall clearly identify any exceptions to the terms and conditions of this RFQ and provide complete accompanying rationale. A quote that takes exception to any of the terms and conditions of this RFQ may be considered unacceptable and the offeror not considered for award of a resulting BPA or task order. The resultant BPA or task order will be issued by the General Services Administration, Federal Acquisition Service, AAS Civilian, Sector 1, Division 1 Contracting Division. This RFQ is not authorization to begin performance and in no way obligates the Government for any costs incurred by the offeror for this requirement. The Government reserves the right not to award a BPA or task order as a result of this RFQ or any subsequent task order solicitations.

1.1 Procurement Objective

In response to this solicitation, GSA's objective is to award multiple Blanket Purchase Agreements (BPAs) and Task Orders for the purchase of Information Technology Services. This procurement is for the CIO Modernization and Enterprise Transformation (COMET) II BPA and associated task orders. Specific performance areas, requirements, and conditions for performance are set forth in the attached Performance Work Statement entitled "COMET II BPA Performance Work Statement" and in attached task order PWSs.

The Government anticipates making approximately 20 BPA awards, setting aside at least 50% of those BPA awards for small business. This number is an approximation, and the Government reserves the right in its sole discretion to establish a fewer or greater number of BPAs. Offerors who are awarded BPAs and Task Orders shall provide the items and/or services and furnish the deliverables that are identified in the BPA and each Task Order Statement of Work (SOW) or Performance Work Statement (PWS). The overarching BPA requirements are provided in **Attachment A**. This is a negotiated procurement.

1.2 GSA Client

The requiring activity for this procurement action is the GSA-IT Office of Acquisition Information Technology Services (OCIO).

1.3 Governing MAS Contract

This solicitation will result in an award of one or more Blanket Purchase Agreements (BPAs) under the offeror's Multiple Award Schedule (MAS) Contract, Special Item Number (SIN) categories: SIN 5415S IT Professional Services & SIN 518210C Cloud Computing and Cloud Related IT Professional Services. The terms and conditions of that contract will apply to the BPAs and all subsequent task orders placed under the BPAs.

1.3 Time of Delivery / Period of Performance

It is proposed that each BPA will last for ten years from the date of award, provided the individual vendor's Federal Supply Schedule contract does not expire before the completion of the ten-year period. If an offeror's MAS contract expires during the BPA they will no longer be eligible for task order awards under COMET II. The offeror can coordinate with the MAS Contracting Officer to get a new MAS contract in place to cover

the entire Period of Performance for this BPA.

Note: BPAs cannot be transferred to a new MAS Contract.

Task orders awarded under vendors' BPAs will have periods of performance of varying length depending on the nature of the project.

1.5 Place of Delivery or Performance

See PWS Section 6.

1.6 Issuing Office Points of Contact

Primary

Mr. Joe Loersch
Contracting Officer
U.S. General Services Administration
Federal Acquisition Service
Assisted Acquisition Services (AAS) Civilian
Service Center 1, Division 1
Phone: (608) 334-4173
Joseph.loersch@gsa.gov

Alternate

Ms. Tiffany Johnson
Contracting Officer
U.S. General Services Administration
Federal Acquisition Service
Assisted Acquisition Services (AAS) Civilian
Office Phone: (347)268-0679
tiffany.s.johnson@gsa.gov

1.7 Small Business Set-Aside

This procurement is a partial set-aside for small business per FAR 19.502-3.

Partial Small Business Set Aside

Using the partial set aside procedures, the COMET II award will be split into 2 award portions: (1) Non-set-aside award portion and (2) Set-aside award portion. Contractors receiving a BPA award must be capable in all functional areas of the Performance Work Statement regardless which portion they receive an award.

1.8 Incumbent Contract Information

47QDCB19A0001 Booz Allen Hamilton, Inc.
47QDCB19A0002 CGI Federal, Inc.
47QDCB19A0003 Collabralink Technologies, Inc.
47QDCB19A0004 Digital Management, LLC
47QDCB19A0005 Incentive Technology Group, LLC
47QDCB19A0006 Karsun Solutions LLC
47QDCB19A0007 Octo Consulting Group, Inc.
47QDCB19A0008 REI Systems, Inc.
47QDCB19A0009 Sevatec, Inc.

47QDCB19A0010 Techflow, Inc.
47QDCB19A0011 SAIC (Unisys Corporation)
47QDCB19A0012 Peraton Technology Services Inc.
47QDCB19A0013 Accenture Federal Services, LLC
47QDCB22A0001 AttainX Inc.
47QDCB22A0002 NAVITAS Business Consulting Inc.
47QDCB22A0003 Precise Software Solutions Inc.
47QDCB22A0004 Audley (Sehmi Enterprise, Inc?)
47QDCB22A0005 Softrams LLC
47QDCB22A0006 Trillion ERP Venturetech LLC
47QDCB22A0007 Tripoint Solutions LLC
47QDCB22A0008 Vivsoft Technologies LLC

1.9 Subcontracting Plan

If applicable, the government shall rely on the offeror's Subcontracting Plan, as submitted in compliance with the applicable Federal Supply Schedule contract, when making any award based on this solicitation.

Note: Subcontracting Plans are not required from small businesses.

1.10 Non-Payment of Quote Preparation, Submission, and Pre-award Costs

This RFQ does not commit the Government to pay any quote or proposal preparation and submission or other pre-award costs.

1.11 Funding

Blanket Purchase Agreements are not funded. It is anticipated that task orders placed under the BPA will be fully funded at the time of task order award. Should adequate funds be unavailable to fully fund a period of performance, the government will incrementally fund the task order. Appropriate limitation of funds provisions will be included in the task order to protect the interests of both the government and the contractor. It is anticipated that task orders will use a severable service financial designation.

1.12 Privacy

Information received by the Government, from offerors, in response to this solicitation that is subject to the Privacy Act shall be used in complete accordance with all rules of conduct as applicable to Privacy Act Information.

1.13 Quality Assurance / Quality Control

An order resulting from this solicitation will be subject to the quality assurance and quality control provisions contain therein including the Contractor's Quality Control Plan (if applicable) and the Government's Quality Assurance Surveillance Plan.

1.14 Invoicing and Payment

The invoice and payment instructions will be provided in the task order award document.

1.15 Representations and Certifications

The Government shall rely on the offeror's Representations and Certifications, as submitted in response to the applicable FSS contract when making any award based on

this solicitation.

1.16 Agreement with Terms and Conditions

The offeror shall provide an unambiguous statement that it agrees to all clauses, terms, or conditions (including all PWS requirements) as shown in the solicitation (See Paragraph 15.7). If the Offeror takes exception to the solicitation in any way, it shall provide a detailed explanation of the exception. This is not an invitation for Offerors to request exceptions, and the Government may reject an offer with exceptions as unacceptable without any further exchanges with the Offeror.

1.18 BPA Awards

The Government may make awards based on initial offers received, without discussion of such offers. Quotes shall set forth full, accurate, and complete information as required by this solicitation package (including attachments).

1.19 Retention of Unsuccessful Quotes

In accordance with FAR Subpart 4.8 (Government Contract Files), the Government will retain one copy of all unsuccessful quotes.

1.20 Instruction Compliance

Quotes that fail to comply with the requirements of these instructions may receive an unfavorable evaluation.

SECTION 2 - Definitions and Acronyms

- BPA – Blanket Purchase Agreement. An agreement between the Government and a offeror that establishes terms and conditions for placing repetitive task orders for a specific requirement with that offeror. The Government is under no obligation to award task orders under the BPA. When more than one BPA is established for a specific requirement, task orders will be competitively solicited among those offerors with whom BPAs have been established unless the Government determines that a non-competitive solicitation is sufficiently justified.
- CO – Contracting Officer
- COMET - CIO Modernization and Enterprise Transformation
- FSS – Federal Supply Schedule. Indefinite delivery-Indefinite quantity contracts issued by GSA. Also referred to as Multiple Award Schedule (MAS) contracts.
- GSA – the U.S. General Services Administration
- GWAC – Government-wide Acquisition Contract. Indefinite delivery-Indefinite quantity contracts issued by GSA for the purchase of information technology.
- MAS - Multiple Award Schedule contracts. Another name often given to Federal Supply Schedule contracts.
- MVP - Minimal Viable Product
- C-SCRM - Cyber - Supply Chain Risk Management
- SAM – System for Award Management. All offerors which do business with the government must register in this system at <http://www.sam.gov>.
- PWS – Performance Work Statement
- Vendor – vendor and contractor are used interchangeably in this document.

SECTION 3 - Questions

All questions regarding this RFQ shall be sent electronically to joseph.loersch@gsa.gov, with a cc to tiffany.s.johnson@gsa.gov, with the subject line "COMET II BPA Questions."

The deadline for submitting questions is 5 business days before the due date stated for each individual step in the electronic RFQ.

Contractors must cite the relevant RFQ section, attachment (if applicable) and page number. Questions should be written in a manner that enables clear understanding of the Contractor's questions or concerns. Statements expressing opinions, sentiments, or conjectures are not considered valid inquiries and will not receive a response.

Information concerning this solicitation or requests for clarification will not be provided in response to offeror-initiated telephone calls. All such requests shall be made in writing and submitted to the above email address.

Prospective offerors are cautioned against discussing the preparation of quotations or asking questions related to this acquisition with any Government personnel except the Contracting Officer. The circumstances of such a contact, when verified, could result in disqualification of the offeror's quote. Discussions with Government personnel concerning the specifications, the documents incorporated by reference, pricing, or any other quotation matters are strictly forbidden.

SECTION 4 - Quote Preparation - General Instructions

Quotes shall clearly demonstrate an understanding of the COMET II BPA PWS, as well as convey the Contractor's capability for transforming its understanding into successful performance under a BPA Task Order (or Orders), if any, issued under the terms of a BPA resulting from the RFQ.

General guidance for quote preparation is provided in this, Section 4, and also in Sections 6 through 15. In the event the Technical Evaluation Board discovers misleading, falsified, and/or fraudulent quote information or support, the Offeror shall be eliminated from further consideration for award. **Offerors are strongly advised to address the specific evaluation factors in Section 18.** The offeror's quote must include all information requested and must be submitted in accordance with the following instructions.

- Incomplete quotes will not be further evaluated and deemed ineligible for award.
- Any quote or quote modification will not be accepted after the due date and time for quotes.
- Any assumptions forming the basis of the quote must be clearly identified in Volume 5, Section 15.7.
- The government shall handle and protect all quotes information in accordance with FAR Subpart 3.104 Procurement Integrity.

Information requested herein must be furnished in writing and be fully and completely in compliance with RFQ instructions. The information requested and the manner of submission is essential to permit prompt evaluation of all quotes on a fair and uniform basis. Simple statements of compliance without the detailed description of how compliance will be accomplished may not be considered sufficient evidence that the Contractor can meet the technical requirements.

Contractors should review their GSA Multiple Award Schedule and are responsible for ensuring that quotes fully comply with all GSA Schedule requirements. Each quote shall clearly demonstrate that the Contractor understands the PWS and the BPA requirements. Failure to explain the Contractor's ability to meet all requirements may result in the Contractor's quote not being considered. Clarity and completeness of quotes are of the utmost importance. Therefore, quotes must be written in a practical, clear and concise manner.

The narrative shall provide the Government with a reasonable assurance that the company has the relevant experience, capacity and capability required to meet potential BPA requirements. A restatement of the PWS will be deemed unacceptable and may result in the assignment of a lower technical rating.

Ability to Perform

The quote shall demonstrate the offeror's ability to perform the functions and meet the needs and stated requirements of the Government as set forth in the BPA PWS and the Task Order Performance Work Statements attached to this solicitation and any associated, accompanying, or referenced laws, regulation, provisions or documents.

Accurate and True Statements

All information presented in the quote shall be accurate and true according to the offeror's best belief. The penalty for making false statements in quotes is prescribed in 18 U.S.C. 1001. In the event the Technical Evaluation Board discovers misleading, falsified, and/or fraudulent quote information or support, the Offeror shall be eliminated from further consideration for award.

Assumptions

The quote shall clearly state in a separate section all or any assumptions, conditions of engagement, or exceptions to the solicitation made by the offeror. If not noted, the government will presume that there are none and that the offeror agrees with all of the terms, conditions and requirements of the solicitation. It is not the responsibility of the Government to seek out and identify assumptions, conditions, or exceptions buried within the offeror's quote.

Elaborations

Elaborate brochures, documentation, detailed artwork, or other embellishments are unnecessary and not desired.

Electronic Submission

Quotes shall be submitted electronically, as described in the quote submission instructions, below.

Extraneous Material

The quote shall not include, by reference, any extraneous material. The quote shall not mention or reference external material (material not included in the quote) that would not be easily understood by a general practitioner in the field of expertise related to this requirement.

MAS Contract or GWAC Cross Reference

Cross reference the quote with the applicable GSA MAS contract. Provide the contract number, expiration date (state expiration date of your last option period on the schedule), and reference to, or pages from, the FSS contract that cross reference the proposed items/labor categories with those of the contract. Any products, services, or labor hours offered that are not on GSA MAS contract shall be identified as Other Direct Cost (ODC) items and their prices shall be documented as commercial market prices (see MAS IT contract clause 52-212-4 (e) & (i)).

Quote Clarity

The quote shall be clear and concise. All claims and capabilities shall be substantiated by references, documented experience, and/or examples. The quote should not simply re-phrase or re-state the Government's PWS and performance objectives. The quote must show how the offeror intends to meet the government's requirement.

Period for Acceptance of Quotes

Offerors are requested to allow a minimum of 150 calendar days within which offers may be accepted. IF NO TIME IS SPECIFIED IN THE SPACE PROVIDED, IT WILL BE CONSIDERED THAT 150 CALENDAR DAYS ARE INTENDED. Quotes offering less than 150 days for acceptance will be considered non-responsive and will be rejected. All quotes must be electronically signed or submitted by an authorized signatory of the Offeror.

Restrictive Markings

Offerors who include in their quotes data they do not want disclosed to the public for any purpose or used by the Government except for evaluation purposes, shall mark the title page with the following legend:

"This quote includes data that shall not be disclosed outside the Government and shall not be duplicated, used or disclosed--in whole or in part--for any purpose other than to evaluate this quote. If, however, a TO is awarded to this offeror as a result of--or in connection with--the submission of this data, and the Government incorporates the quote as part of the award, the Government shall have the right to duplicate, use, or disclose the data. Also, this restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to the restriction is contained in sheets (insert numbers or other identification of sheets) and mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this quote."

The Government assumes no liability for disclosure or use of unmarked data and may use or disclose the data for any purpose. Unless restricted, information submitted in response to this request may become subject to disclosure to the public pursuant to the provisions of the Freedom of Information Act (5 U.S.C. 551).

SAM Registration

Confirm System for Award Management (SAM) Registration. The Contractor must be registered in the SAM and have an active Unique Entity ID (UEI) to receive an award in response to this solicitation. offerors may register at <http://www.sam.gov>.

Section 508 Compliance

Confirm compliance with Section 508 of the Rehabilitation Act of 1973. All services and/or products provided in response to this solicitation shall comply with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), and the Architectural and Transportation Barriers Compliance board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR Part 1194).

Security Classification

The quote shall be unclassified.

SECTION 5 - Quote Organization and Formatting

5.1 Organization

Each volume of the quotation shall be organized to correspond with the order in which the evaluation criteria is presented. Each volume of the quotation shall be submitted as each step in the quote evaluation process advances, as follows.

Step 1, Volume 1: Contents

- Past Experience Scenarios

Step 2, Volume 2: Contents

- Coding & User Research Experience

Step 3, Volume 3: Contents

- Overall BPA Technical and Management Approach
- SCRM Questionnaire Responses
- GSA-IT FC3 Task Order Technical and Management Approach
- IAE SAM.gov Task Order Technical and Management Approach
- GSA-IT PMRT Task Order Technical and Management Approach
- IAE Entity 360 Task Order Technical and Management Approach
- IAE IAE Acquisition 360 Task Order Technical and Management Approach

Step 4, Volume 4: Contents

- Technical Challenge Presentation Documents

Step 4, Volume 5: Price (Government format provided)

NOTE: No price information shall be included within the Non-Price/Technical volumes 1, 2, 3, and 4 of the quote.

5.2 Format

Each written volume shall be a separate Adobe .pdf file, and each file shall be no larger than 20MB in size. Each volume shall be formatted for portrait orientation, letter-size paper, front-and-back printing. Color is acceptable, but the offer must be readable when printed in black-and-white.

Each page shall conform to the following:

- (1) **Page Margin.** No less than 3/4" on top, bottom, and sides
- (2) **Font.** No smaller than 11 point Arial or 12 point Times New Roman.
- (3) **Spacing.** No less than single spacing.
- (4) **Graphic, illustrations, charts, diagrams and tables.** Smaller font size is acceptable provide it is legible.

5.3 Cover Page

The cover page of each volume shall contain:

- (1) offeror's name

- (2) offeror’s point of contact information (name, phone number, email address)
- (3) project title
- (4) solicitation number
- (5) date of quote
- (6) date of quote expiration
- (7) offeror’s UEI number, and
- (8) offeror’s MAS contract number.

5.4 Page Limitations and Definition

- (1) The government has limited the size of quotes to reduce burden on the evaluation team. These limitations are set forth in the Quote Page Limitations Tables incorporated into the content instruction of each volume of the quotation (Sections 6 through 10, below). The government reserves the right to not read or include in the evaluation any pages that exceed the page limits. These limitations apply to both electronic versions and/or hard copy (if requested) of the quote. However, the government may include quote information in pages that exceed the prescribed page limits if it is in the government’s best interest to do so.
- (2) A page is defined as follows: Printing on one side of a standard letter size 8.5 x 11 inch sheet of paper or “letter size” electronic page. If text is printed on both sides of a hard copy sheet of paper it is considered to be two pages. Fold-out hard copy or “legal size” electronic sheets may be substituted for “letter size” sheets provided they are used for graphics, illustrations, charts, diagrams and tables only.

Quote Page Limitations

Section Name	Maximum Pages
Executive Summary	1 page
Corporate Information & Compliance Statements (Paragraph 15.7)	No page limit
Past Experience	See tables in Sections 6, below
Coding & User Research Experience	See tables in Sections 7, below
Technical & Management Approaches	See tables in Sections 8 through 13, below
SLA and Performance Metrics	(complete Attachment R)
Staffing Plan	No page limit
Key Personnel Resumes	2 pages each
Price Quote (Section 15)	No page limit

5.5 Page Limitation Exclusions

The following are excluded from page limitations:

- (1) Front Cover Page and Back Cover Page, provided no quote information appears other than the offeror’s name and other company identifying information, offeror’s contact information, project title, solicitation number, date of preparation, and prime and subcontractor company logos
- (2) Section Tab/Separator Pages, provided no quote information appears on the page other than Section Name/Number

- (3) Contents Outline
- (4) List of Tables
- (5) List of Figures
- (6) Pages intentionally left blank
- (7) Any required safety or security forms
- (9) Key Personnel Letters of Intent
- (10) COI Certification (if applicable) or other certifications or representations.
- (11) Technical assumptions
- (13) Glossary of terms
- (14) Graphics

SECTION 6 - Quote Preparation – Volume 1 Past Experience

6.1 Page Limitations

Volume	Section		Page Limit
1	Cover Page		1
	Table of Contents		1
	Volume 1	Past Experience	21 pages

6.2 Past Experience

The Government assumes that regardless of whether the Offeror proposes a custom solution, a Commercial Off The Shelf (COTS) based solution, Software as a Service (SaaS), or a hybrid solution, some level of custom code development will still be required for any Task Order award from this BPA. The Offeror shall demonstrate its ability to meet the technical requirements and environmental complexity through past experience examples that address the scenarios below. Each example will include the Project Information in items (A) through (G), at a minimum.

Recent experience is considered to be completed within 3 years of the RFQ closing date for a completed contract. If the contract is current, it must be in place for at least 1 year.

Relevant experience is considered to be a minimum single contract dollar value of \$4,000,000.00, and address one or more project scenarios listed in this section.

6.3 Project Information

- A. An overview of the engagement, to include the key objectives, budget, schedule, metrics/SLAs, and client
- B. A summary of whether the objectives, budget, and schedule were met or unmet, and why; and compliance with metrics/SLAs over the course of the engagement
- C. Conflicts and risks that occurred during the project and how they were addressed, resolved, or mitigated; Examples of how feedback from Retrospectives during execution were incorporated; Lessons learned at the end of the engagement;

- D. Organizational evolution and transformation from waterfall to agile development, delivery, and sustainment processes, if applicable
- E. Typical Agile Scrum Team Composition (i.e., Team X has 1x Product Manager, 1x Product Designer, and 4x Product Engineers including Architecture/Infrastructure) and management of multiple Agile teams (at least 3) supporting concurrent application development, integration and delivery efforts in a single organization that delivers quality products on a consistent basis. How did team members engage with the government; Very concisely summarize roles/responsibilities of team members
- F. Include Agile artifacts related to each example. At least 3 samples of the same artifact over different points of the project lifecycle, in order to show interactive evolution, should be included. The artifacts may include website or application UI screenshots, wireframes, or other artifacts that demonstrate iterative development based on user feedback and human centered design principles. Artifacts may be submitted as an appendix to Volume 1 and not included in the 15 page limit.
- G. Contextual information including the number of end users, both concurrent, and total, percentage of custom code written as part of a COTS/SaaS solution, workload type, total number of transactions on a daily, per batch, and annual basis, as applicable

The Offeror shall present up to three (3) recent examples of recent and relevant past experience.

The three past experience examples submitted should address the following 11 scenarios as best as possible. Failure to meet all scenarios will not necessarily result in a reduced confidence rating, however the more scenarios which are met may result in a higher evaluation rating. All scenarios do not need to be demonstrated in the same past experience example.

6.4 Project Scenarios

1. Experience implementing business system transformation using Agile development, delivery, and sustainment processes, practices, and methodologies
2. A single contract no less than 24 personnel across multiple agile teams, and with at least 2 of those teams supporting a single application/system (over an annual basis)
3. Integration between a three or more systems, where at least one system is a custom developed application, and one other systems is either a cloud-based SaaS or cloud-based COTS application; all integrated systems must have an Authorization to Operate (ATO) at the FISMA Moderate or higher level; with little-to-no custom development to integrate the SaaS or COTS components
4. Production migration between a legacy and modernized/transformed systems or application of a mission critical system (please specify what factors classified the system as mission critical in the given context)
5. Experience decommissioning a legacy system replaced by a modernized/transformed system
6. Migration of a mission critical, transactional application or system from a on-premise data center architecture to a cloud-based, open source, loosely coupled architecture
7. Production migration between a legacy and modernized/transformed system/application or greenfield implementation of a cloud-based, open source, loosely coupled architecture system/application with 1,000 or more active users on a weekly basis, within 8 months or less
8. Delivery of Application Programming Interfaces (API) for micro-services and web-based application of similar size, scope and complexity to the COMET II PWS agile

and consolidation requirements including capturing personas, user-story/workflows, and user stories to include a diverse group of users (such as offerors, agencies, and other GSA stakeholders).

9. Experience in successful implementation of shared services platforms (could include custom or COTS solutions)
10. Transition and re-factoring of applications from legacy support models to a Development-Security-Operations (DevSecOps; DevOps with integrated security) support model utilizing cloud Infrastructure as a Service;
11. Support the government in the creation of artifacts and meetings to support the assessment of a system to obtain an Authority To Operate at the FISMA Moderate or Higher Level.

Offerors shall use Attachment B - Past Experience Information Sheet for each of their past experience submissions.

6.5 First Tier Subcontractor

The purpose of this submission is to allow the Government to determine the level of expertise and experience of the offeror. If subcontractors were used in conjunction with any of the past performance projects, the submission must clearly describe the extent of involvement and which portions of the project were executed and/or managed by the offeror and each subcontractor.

SECTION 7 - Quote Preparation – Volume 2 Coding & User Research Experience

7.1 Page Limitations

Volume	Section		Page Limit
2	Cover Page		1
	Table of Contents		1
	Volume 2	Coding & User Research Experience	16 pages

7.2 Coding & User Research Experience

7.2.1 Coding & User Research Experience - Background

For each Coding & User Research Experience sample, both the source code submittals and the user experience research, please provide a one (1) page summary with project background, problem(s) that were addressed, and how it is similar to the project described in the project scenario below. Source code submittals and user experience research do not need to come from the same project. If source code submittals and user experience research represent the same project, a single one (1) page summary is sufficient.

Project Scenario:

GSA needs agile software development and human-centered design services to iteratively release functionality. The Government anticipates the need for between two (2) to five (5) scrum teams to be working collaboratively to deliver the functionality. The solution must be cloud-hosted and leverage a DevSecOps pipeline.

7.2.2 Source code submittals

The Offeror will submit at least one (1) but no more than three (3) source code samples from a prior project that demonstrate what is described in the project scenario. These must be either links to Git repositories (either credentialed or public) or to equivalent version-controlled repositories that provide the Government with the full revision history for all files. If an Offeror submits a link to a private Git repository, the Government will provide the Offeror with one (1) or more Git user identities by email, and the Offeror will be expected to promptly provide the identified user(s) with access to the private Git repository. The source code samples should be for projects that are similar in size, scope, and complexity to the project described in the project scenario.

The source code must have been developed by either (i) the Offeror itself, or (ii) an identified teaming partner.

7.2.3 User Research Experience submittals

User Research Experience submittals: The Offeror will submit at least one (1) but no more than three (3) user experience research samples from a prior project that demonstrate what is described in the project scenario. The user research examples should demonstrate both generative and evaluative research and may include quantitative and qualitative methods. Examples can include, but are not limited to, research studies related to defining product or service design, creating and evaluating information architecture, and identifying usability issues.

Each example should include:

- A research plan that includes such items as research goals, methods, roles, timeline, participants, recruiting approach, and expected outcomes
- A research protocol that shows your introduction, a sample of questions asked, and closing – do not include responses
- A short summary of how findings were communicated and used to affect the project work – do not include anything sensitive or personally identifiable information

SECTION 8 - Quote Preparation – Volume 3 Overall BPA Technical & Management Approach

NOTE: Offerors who do not address this section in their quote will be ineligible for a BPA award or any subsequent task order awards.

8.1 Page Limitations

Volume		Section	Page Limit
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3		Cover Page		1
		Table of Contents		1
	(Each topic must be provided in a separate pdf file)	Volume 3.0 Section 8.2	Overall BPA Technical Approach	10
		Volume 3.0 Section 8.3	Overall BPA Management Approach	10
		Volume 3.0 Section 8.4	SCRM Questionnaire Responses	3

8.2 Overall BPA Technical Approach

The Offeror shall submit a technical approach that demonstrates a solution for the consistent and repeated delivery of agile IT development services and solutions for any future task orders under the COMET II BPA. The Government is interested in the Offeror's assessment of the difficulties and risks it may encounter, and its approach to dealing with them while still successfully performing the work.

Offerors shall provide an overview of the proposed solution to perform the work described in the COMET II BPA Performance Work Statement, Section 5 - Functional Areas. The proposed technical approach should –

- (1) meet one or more of the Agile methodologies,
- (2) explain all the tools, management practices, and sizing the offeror uses with the proposed methodology, and
- (3) clearly demonstrate the roles, responsibilities, and actions that will be taken to provide continuous release of a functional product.

Below are additional important points the offeror should address in its Technical Approach. In order to align the best practices that are utilized in industry with the technical approach provided, a definition of terms is required. This should include common definitions as they apply to the proposed approach and will be utilized on all resulting task orders. The Offeror must define the terms outlined below along with any additional terms that will be widely used in support of their technical approach.

- Minimum List of Terms: User Story, Sprint, Iteration, Release, Data Cleansing, Definition of Done (DOD), Definition of Ready (DOR), Retrospective, Product Owner, Scrum Master
 - In addition, for all the terms defined that are roles that staff will fulfill, please provide details about the responsibilities that your company commonly expects from those roles
- Approach to end user engagement (ie UI/UX, user research, discovery, etc.)
- Help GSA adopt modern software development best practices. How has/will the offeror coach and advise the Government to carry out Agile methodologies?

The Offeror shall present their approach for working with the government to determine the best technical solution to enable the business requirements in the most effective, efficient,

and rapid manner for a Minimally Viable Product, and the ability to iterate based on user feedback. The offeror shall address how it consults and engages with the Government in order to evaluate alternatives, advise on the best course of action, support planning, executing and post implementation support, with a cognizance of the total lifecycle costs.

8.3 Overall BPA Management Approach

The Offeror shall provide an overall management approach that demonstrates its managerial expertise and capability to fulfill the Government’s requirements as outlined in the BPA PWS. The Government is most interested in substantive and meaningful philosophy of how the Offeror will approach management of the future work under the COMET II BPA. The Government also seeks to understand how you will recruit and hire to support future task orders – what roles do you expect to need, and what duties do you expect these individuals perform in service of future task orders? The Government is also interested in the Offeror’s assessment of the difficulties and risks it may encounter, and its approach to dealing with them while still successfully performing the work.

The goal of the Management Approach is to gain insight into the Offeror’s overall strategy for managing future task orders to be awarded under the BPA. If desired, the Offeror may address any deviations to their overall management approach as it applies to the included task orders. If no deviations or changes are anticipated, no additional explanation is needed.

8.4 SCRM Questionnaire Responses

The Offeror shall provide a completed SCRM Questionnaire. The completed questionnaire shall demonstrate the offerors commitment to maintaining SCRM during the lifecycle of the BPA and all resulting Task Orders. Failure to complete the questionnaire may result in an unfavorable rating. The SCRM Questionnaire is **Attachment TBD.**

SECTION 9 - Quote Preparation – Volume 3 GSA-IT FC3 (FAS Contract, eCommerce, & Catalog Systems) Operations & Maintenance Technical & Management Approach

NOTE: Offerors who do not address this section in their quote will be ineligible for a BPA award or any subsequent task order awards.

9.1 Page Limitations

Volume	Section		Page Limit
3	Cover Page		1
	Table of Contents		1
	Volume 3.0 Section 9.2	FC3 (FAS Contract, eCommerce, & Catalog Systems) Operations and Maintenance Technical & Management Approach	10

9.2 GSA-IT FC3 Technical Approach

Factor 3 Sub-factors

All Factor 3 sub-factors shall be a separate document (pdf) from the Overall BPA Technical Approach. In addition to evaluating technical approaches specific to task order Performance Work Statements as part of the COMET II BPA award, it is the intention of the Government to award these seed project PWSs' as task orders immediately following BPA awards.

Sub-Factor 3.1: GSA-IT Operations and Maintenance FC3 Seed Project's PWS Technical Approach The offeror shall identify and describe a technical approach to be used in fulfilling the Government's needs as outlined in Attachment TBD: GSA-IT Operations and Maintenance FC3 Task Order Performance Work Statement. This task order specific technical approach should focus on addressing how the offeror will perform the Primary Performance Objectives as described in Section 4 of the task order Performance Work Statement.

9.3 GSA-IT FC3 Management Approach

If the management approach for performing this task order is identical to that described in the BPA management approach response, the offeror need only refer to the response to Section 8.3. Otherwise, the offeror shall present a management approach specific to this task order.

If the offeror is an "Other-than-Small-Business", the offeror must demonstrate their small business 20% participation plan. Offerors who do not clearly demonstrate, in their quote, that at least 20% of the labor dollars of the project will be paid to one or more small businesses, will be excluded from the competition and will be ineligible for the task order award. Offerors will be required to provide adequate documentation supporting their small business participation plan, including commitments from each participating small business along with their respective percentage of participation.

SECTION 10 - Quote Preparation – Volume 3 IAE SAM.gov Product Architecture, Shared Services, and Developed Domains Technical & Management Approach

NOTE: Offerors who do not address this section in their quote will be ineligible for a BPA award or any subsequent task order awards.

10.1 Page Limitations

Volume	Section		Page Limit
3	Cover Page		1
	Table of Contents		1
	Volume 3.0 Section 9.2	IAE SAM.gov Product Architecture, Shared	10

		Services, and Developed Domains Technical & Management Approach	
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10.2 SAM.gov Technical Approach

The offeror shall identify and describe a technical approach to be used in fulfilling the Government’s needs as outlined in The Integrated Award Environment (IAE) DevSecOps Support Performance Work Statement (**Attachment TBD**). The offeror should address its technical approach to perform the requirements of Section 2B and the specific requirements of Section 2C.1 entitled: *IAE SAM.gov Product Architecture, Shared Services, and Developed Domains*, which will be the focus of this task order. (Note: Requirement is Section 2C.2, and Section 1C.23 will not be part of this task order and should not be addressed in this technical approach.)

10.3 SAM.gov Management Approach

The offeror shall provide its management approach for performing this task order along with a detailed staffing plan.

If the offeror is an “Other-than-Small-Business”, the offeror must demonstrate their small business 20% participation plan. Offerors who do not clearly demonstrate, in their quote, that at least 20% of the labor dollars of the project will be paid to one or more small businesses, will be excluded from the competition and will be ineligible for the task order award. Offerors will be required to provide adequate documentation supporting their small business participation plan, including commitments from each participating small business along with their respective percentage of participation.

SECTION 11 - Quote Preparation – Volume 3 GSA-IT PMRT (Pricing and Market Research) Operations and Maintenance Technical & Management Approach

NOTE: Quoting on this Task Order is optional. The Offeror’s technical and management approach to this task order will be evaluated for awarding this task order only and will not be used in the BPA award evaluation.

11.1 Page Limitations

Volume	Section		Page Limit
3	Cover Page		1
	Table of Contents		1
	Volume 3.0 Section 11.2	GSA-IT PMRT (Pricing and Market Research) Operations and Maintenance Technical &	10

		Management Approach	
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11.2 PMRT Technical Approach

The offeror shall identify and describe a technical approach to be used in fulfilling the Government’s needs as outlined in Attachment TBD: PMRT Performance Work Statement. This task order specific technical approach should focus on addressing how the offeror will perform the Business Objectives as stated in the “Requirements” section of the task order Performance Work Statement.

11.3 GSA-IT PMRT Management Approach

If the management approach for performing this task order is identical to that described in the BPA management approach response, the offeror need only refer to the response to Section 8.3. Otherwise, the offeror shall present a management approach specific to this task order.

If the offeror is an “Other-than-Small-Business”, the offeror must demonstrate their small business 20% participation plan. Offerors who do not clearly demonstrate, in their quote, that at least 20% of the labor dollars of the project will be paid to one or more small businesses, will be excluded from the competition and will be ineligible for the task order award. Offerors will be required to provide adequate documentation supporting their small business participation plan, including commitments from each participating small business along with their respective percentage of participation.

SECTION 12 - Quote Preparation – Volume 3 IAE Entity 360, LSAM O&M, Entity Modernization

NOTE: Quoting on this Task Order is optional. The Offeror’s technical and management approach to this task order will be evaluated for awarding this task order only and will not be used in the BPA award evaluation.

12.1 Page Limitations

Volume	Section		Page Limit
3	Cover Page		1
	Table of Contents		1
	Volume 3.0 Section 12.2	IAE Entity 360, LSAM O&M, Entity Modernization Technical & Management Approach	10

12.2 IAE Entity 360 Technical Approach

The offeror shall identify and describe a technical approach to be used in fulfilling the Government’s needs as outlined in The Integrated Award Environment (IAE) DevSecOps Support Performance Work Statement (**Attachment TBD**). The offeror should address its technical approach to perform the requirements of Section 2C.2 entitled: *IAE Entity 360, LSAM O&M, Entity Modernization*, which will be the focus of this task order. (Note: Requirement is Section 2C.1, and Section 1C.3 will not be part of this task order and should not be addressed in this technical approach.)

Offerors need not repeat their technical approach for performing Section 2B – Technical Objectives, 2B.1 Overarching Requirements, of the Integrated Award Environment (IAE) DevSecOps Support Performance Work Statement (**Attachment TBD**) since that material is to be submitted with the mandatory quote for Section 1C.1 - *IAE SAM.gov Product Architecture, Shared Services, and Developed Domains*.

12.3 Entity 360 Management Approach

The offeror shall provide its management approach for performing this task order along with a detailed staffing plan.

If the offeror is an “Other-than-Small-Business”, the offeror must demonstrate their small business 20% participation plan. Offerors who do not clearly demonstrate, in their quote, that at least 20% of the labor dollars of the project will be paid to one or more small businesses, will be excluded from the competition and will be ineligible for the task order award. Offerors will be required to provide adequate documentation supporting their small business participation plan, including commitments from each participating small business along with their respective percentage of participation.

SECTION 13 - Quote Preparation – Volume 3 IAE Acquisition 360, Assistance 360, FPDS O&M, FAADC O&M, and Acquisition Modernization

NOTE: Quoting on this Task Order is optional. The Offeror’s technical and management approach to this task order will be evaluated for awarding this task order only and will not be used in the BPA award evaluation.

13.1 Page Limitations

Volume	Section		Page Limit
3	Cover Page		1
	Table of Contents		1
	Volume 3.0 Section 12.2	IAE Acquisition 360, Assistance 360, FPDS O&M, FAADC O&M, and Acquisition Modernization	10

		Technical & Management Approach	
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13.2 IAE Acquisition 360 Technical Approach

The offeror shall identify and describe a technical approach to be used in fulfilling the Government’s needs as outlined in The Integrated Award Environment (IAE) DevSecOps Support Performance Work Statement (**Attachment TBD**). The offeror should address its technical approach to perform the requirements of Section 2C.3 entitled: *Acquisition 360, Assistance 360, FPDS O&M, FAADC O&M, and Acquisition Modernization*, which will be the focus of this task order. (Note: Requirement is Section 2C.1, and Section 1C.2 will not be part of this task order and should not be addressed in this technical approach.)

Offerors need not repeat their technical approach for performing Section 2B – Technical Objectives, 2B.1 Overarching Requirements, of the Integrated Award Environment (IAE) DevSecOps Support Performance Work Statement (**Attachment TBD**) since that material is to be submitted with the mandatory quote for Section 1C.1 - *IAE SAM.gov Product Architecture, Shared Services, and Developed Domains*.

13.3 Acquisition 360 Management Approach

The offeror shall provide its management approach for performing this task order along with a detailed staffing plan.

If the offeror is an “Other-than-Small-Business”, the offeror must demonstrate their small business 20% participation plan. Offerors who do not clearly demonstrate, in their quote, that at least 20% of the labor dollars of the project will be paid to one or more small businesses, will be excluded from the competition and will be ineligible for the task order award. Offerors will be required to provide adequate documentation supporting their small business participation plan, including commitments from each participating small business along with their respective percentage of participation.

SECTION 14 - Quote Preparation – Volume 4 Technical Challenge

A Technical Challenge exercise will be conducted for offerors participating in Step 3 of the evaluation down-select.

The Offeror will participate in a one-day technical challenge that will be used to evaluate the Offeror’s ability to perform the scope of support required for the COMET II BPA. Companies and individuals are precluded from showing up at multiple technical demonstrations. This is necessary to ensure the integrity of the technical demo evaluation. All technical challenges will be videotaped to be retained by the government for the contract file. All items produced by the offerors during the challenge including, but not limited to documents, notes, and whiteboard artifacts will be collected at the conclusion of the challenge. Any technical challenge resulting work products shall not be used publicly by the offeror for its own purposes following award. The Offeror’s participants in the technical challenge must be an employee of the company or its proposed first-tier subcontractors and may not include 1099 contractor employees.

During this COMET II technical challenge, the Offeror shall leverage Digital Service Playbook concepts (www.playbook.cio.gov) to design, develop, and meet the requirements of the User Story. Following the deployment of the MVP (Minimal Viable Product), the Offeror shall present

a demonstration of their MVP and discuss the decisions made in producing the MVP. The presentation format of the Offeror's MVP demonstration is at the Offeror's discretion, including the extent to which an Offeror chooses to use slides or other presentation tools and techniques. The presentation will be made to the Government Product Owner and Technical Representative at the conclusion of the technical challenge.

On the day of the challenge, they will arrive with an Agile Development team prepared to create a working prototype within one business day. The notional schedule for the day will be:

8:30 AM - 9:00 AM - Arrive onsite and gather in assigned workspace

9:00 AM - 9:30 AM - Government Product Owner provides User Story to Development team

9:30 AM - 4:30 PM - Development team completes work

4:30 AM - 5:00 PM - Development provides demonstration to Government Product Owner and Technical Representative

The Government Product Owners will be available at two occasions late morning, and mid-afternoon, for up to 15 minutes to address questions.

The exact schedule for the technical challenge will be provided to Offerors when they receive their technical challenge date appointment. The Offeror will be provided at least seven (7) calendar days' notice. The technical challenge exercise will take place at a Government facility in the Washington DC metro area. The exact location of the technical challenge exercise will be provided when the Government provides the Offeror with its technical challenge appointment date. The contracting officer (CO) will determine the order in which Offerors are scheduled. Requests to reschedule will be at the discretion of the CO.

The technical challenge allows the offeror 6 hours to design, develop, and deploy their MVP. Offerors will be allowed to bring up to a maximum of 10 individuals to perform the technical challenge. The team attending the technical challenge is expected to be representative of what the Offeror would provide the Government upon a task order award. The individuals attending the technical challenge are expected to be available for work under the COMET II BPA. Additionally, the Offeror is allowed to bring a Corporate Representative who will be able to observe their team's performance and will not perform any technical challenge activities including, but not limited to, design, developing, deploying, and demonstrating the MVP.

It is up to the Offeror to budget time for food and drinks during the day. Offerors are allowed to bring food and drinks with them to the Technical Challenge. Additionally, the government will allow non-challenge day participants to deliver food and drinks to the facility. Those individuals cannot enter the room where the Technical Challenge is occurring. The offeror must provide their own equipment for the technical challenge, including but not limited to, internet access and any supplies needed (sticky notes, computer, food, drinks, etc.). The offeror shall arrive early enough to check into the facility and validate that they are able to begin the demonstration on time.

For the technical challenge, the Offeror shall design, develop, and deploy an application to a cloud environment. The details and needed information for the technical challenge will be supplied along with the invitation to the offeror for Step 4. The government plans to distribute details about the Technical Challenge after Step 3, such as a product vision. Additional information is expected to be provided to Offerors on the day of their Technical Challenge. This content will primarily be related to user needs and business goals and is expected to form the foundation for the Offeror's design activities and related decision-making during the technical challenge. This content will be in the form of materials such as a product vision, user stories and the API.

The Offeror shall use a modern technical development stack, tools, and CI/CD pipeline to design, develop, and deploy the application. The Offeror shall provide the Government real-time access to any and all systems utilized by the offerors for the challenge including but not limited to artifacts, code repositories and tools used. The Government will provide the offeror with the environment and shall be able to access e-artifacts, code repositories and tools from current Government furnished equipment rather than offeror supplied equipment. The Offeror shall provide the Government with access to the tools & repositories up to the date of task order award.

The Offeror's MVP demonstration will allow the Government to experience the MVP produced by the Offeror and to hear the rationale behind the Offeror's decision-making in designing, developing, and deploying the MVP. Offerors are strongly discouraged from discussing content unrelated to the technical challenge, such as discussing corporate capabilities.

SECTION 15 - Quote Preparation – Volume 5 Prices & Administrative Information

15.1 Pricing Overview

This solicitation contains the following rate and price schedules –

- A mandatory rate table for quoting BPA labor rates (Attachment B)
- A mandatory price table for the GSA-IT FC3 task order price **based on the quoted BPA rates** (Attachment C)
- An optional price table for the GSA-IT FC3 task order rates and price (may include discounts to compete for task order award) (Attachment C)
- A mandatory price table for the IAE SAM.gov task order price **based on the quoted BPA rates** (Attachment C)
- An optional price table for the IAE SAM.gov task order rates and price (may include discounts to compete for task order award) (Attachment C)
- An optional price table for the GSA-IT PMRT task order rates and price (may include discounts to compete for task order award) (Attachment C)
- An optional price table for the IAE Entity 360 task order rates and price (may include discounts to compete for task order award) (Attachment C)
- An optional price table for the IAE Acquisition 360 task order rates and price (may include discounts to compete for task order award) (Attachment C)

The mandatory Schedule of Items and Prices for the GSA-IT FC3 and IAE SAM.gov task orders will be used to evaluate the offerors' prices in conjunction with the BPA awards. Offerors must use the rates and that are quoted in the BPA Schedule of Items and Rates (Attachment B). BPA labor rates may be discounted from the individual offeror's Federal Supply Schedule contract rates. The labor hours in these Schedules of Items and Prices have been pre-filled by the government to ensure an equitable price evaluation. Any labor hour changes made by the offeror will be reverted to those published with the solicitation prior to performing the price evaluation.

Competing for task order awards is left to the offeror's discretion and are therefore labeled as optional. The optional task order Schedule of Items and Prices must be used when submitting task order quotes; however, need only be used if the offeror chooses to compete for an award of one or more of the five task orders. Prices quoted in the task order competition may be further discounted from the BPA rates.

For Task Order pricing, offerors shall propose their own labor category mix and number of hours based on their proposed technical plan for execution of the task order. Offerors should submit fully responsive price quotes providing their most advantageous offer to the government. Although it is the Government's intention to award these five task orders, the Government is not obligated to do so. If an offeror wins two or three of the IAE task orders, the government may, at its sole discretion, combine the effort and award either one or two task orders.

There are no page limitations on the pricing submission, which includes the prescribed pricing tables and additional narrative providing pricing information and explanations.

15.2 BPA Schedule of Items and Rates

The Government has provided a BPA Schedule of Items (**Attachment B: COMET II BPA Pricing Page**) for submission of labor rate quotes. Offerors shall enter their hourly rates into this Schedule of Items. The Schedule of Items includes ten price bands, each representing a consecutive twelve-month BPA period of performance. These price bands will allow offerors, if they so choose, to adjust their quoted prices to reflect cost of living increases over the ten-year BPA ordering period. Cost of living increases in quoted prices or rates must not exceed those found in the offeror's corresponding MAS contract. The prices and rates quoted by the offeror in this BPA Schedule of Items and Rates will be the ceiling rates that will govern all subsequent task orders placed under any resulting BPA. Rates proposed will be binding upon the offeror(s) who are selected for the BPA award.

15.3 BPA Rate Cross reference of labor categories

The BPA price schedule represents the Government's conception of item pricing, and its use is required. The offeror must cross reference their FSS contract labor categories to the government's labor category titles using the cross-reference column of **Attachment TBD: COMET II Pricing Page**. Offerors may substitute their schedule labor category and item titles for the categories used in the BPA pricing page, provided that the substituted MAS labor category has substantially similar requirements as the BPA labor category.

15.4 MAS Contract Pricing the Basis for BPA Pricing

For this BPA, all pricing and pricing terms will be governed by the applicable MAS contract. Prices shall be submitted as prescribed in the respective MAS contract. All offered prices shall be based on the prices and rates currently established in the offeror's applicable FSS contract. Proposed prices and rates shall not exceed those on the offeror's currently published and approved FSS price list for BPA periods of performance that occur prior to the expiration of the current FSS contract. If any BPA periods of performance extend beyond the end of the offeror's current FSS contract, the offeror may propose prices that exceed those in the last year of the FSS contract, provided such increases are equal to or less than the annual cost of living increase percentage currently approved in the MAS contract.

Quotes shall include all assumptions made by the offeror in arriving at the proposed price. All proposed pricing shall be cross referenced to the applicable MAS contract price schedule and shall be accompanied by an explanation and/or calculations that explain how any proposed BPA prices that don't match those shown in the FSS contract have

been derived. Any offered discounts shall be clearly indicated.

15.5 Discounts

As required by FAR 8.4, the Government is requesting discounts from the offeror's published FSS contract rates.

15.6 BPA Price or Rate Adjustments

Proposed prices or rates, once accepted by the Government and incorporated into an awarded BPA, cannot be adjusted upward during the life of the BPA, regardless of future adjustments to the FSS contract pricing. However, the Government will lower BPA prices or rates to match FSS contract pricing and rates should the FSS contract prices or rates be subsequently lowered. This is required because the Government is not authorized to place orders at prices or rates that are higher than those found in the FSS contract upon which those prices or rates are based. If the lowered FSS contract prices are subsequently reversed, the BPA prices or rates may also be reversed; however, the BPA prices and rates cannot be raised higher than those originally established in the BPA. This is to preserve the integrity of the competitive process.

15.7 Types of Pricing Used in this BPA and Task Orders

It is contemplated that Task Orders awarded under the BPA awards resulting from this solicitation will use firm fixed prices, reimbursable fixed labor rate pricing or time-and-material contract types. Only Firm Fixed, Labor Hour, and Time & Material pricing is authorized for use with Federal Supply Schedule BPAs and Task Orders. Software, material, ODC (Other Direct Cost items), and/or travel costs may be acquired in BPA task orders, as needed, using these authorized cost and price types.

15.8 Administrative Information

This section shall contain pertinent offeror business information that is not contained on the title page. Such information should include the following items.

- Entity name(s) (all vendors involved)
- Business type (Corporation, LLC, etc.)
- Team Configuration (prime with subs, Partnership, Joint Venture, MAS CTA)
- Primary Offeror Representative(s) and all contact information
- Agreement with solicitation terms and conditions
- Verification of compliance with SCRM
- Verification of compliance with the period during which quotes are valid
- Verification of any Representations & Certifications that are not current in SAM.gov
- Verification of offeror's business size and social-economic standing or designation
- Verification of compliance with Section 508 of the Rehabilitation Act of 1973
- Any other pertinent business information.

SECTION 16 - Quote Submission

The steps in the COMET II down-select process will be solicited via the GSA MAS eBuy system, via email, or via GSAs ASSIST web portal. Each solicitation volume shall be submitted per the solicitation or Contracting Officer instructions.

All inquiries regarding this solicitation shall be addressed to the Contracting Officer at

joseph.loersch@gsa.gov with a cc to eben.greybourne@gsa.gov.

16.1 ASSIST Registration Requirement

Although this requirement is being solicited through the eBuy system, offerors must submit their price quotes through the GSA ASSIST procurement system portal (<https://assist.gsa.gov>) under the Solicitation number shown on the title page, above. The BPA and all task orders awarded under the BPA will be awarded and administered through the GSA ASSIST system. Offerors must register and submit their price quote in ASSIST prior to the due date for Government receipt of price quotes to be considered for award. If your company and respective FSS contract are not registered in the ASSIST system you will not be able to quote. You must register to submit your price quote prior to the quote due date of this announcement. Instructions for registering are provided on the web site (<https://assist.gsa.gov/>). Additionally, phone technical support for ASSIST is available (877-472-4877). Once registered in ASSIST **offerors intending to quote must contact the Contracting Officer and provide the company name and contact person as it appears on your ASSIST registration.** This step is necessary so the Government can activate the ASSIST RFQ screen in the name of your company so you can submit your price quote. Offerors must be registered and notify the Contracting Officer at least 5 business days prior to the quote due date in order to facilitate submission of the quote in accordance with these procedures. Quotes submitted in ASSIST must meet the following guidelines:

- Only files with the following extensions are allowed PDF, DOCX, XLSX, HTM, MHT, TXT, ZIP, RTF, TIF, MDI, JPG, XPS, MPP, SNP, HTML, MSG, PPTX, DOCM, BMP, XLSM, DWG, XML, DOT, WPD, XPX, TIFF, VSD, DIF, MP4.
- Maximum file size is 50 MB
- Minimize the use of special characters in document filenames.
- File upload time is dependent upon size and network speed and it is recommended to upload one file at a time if uploading large files.
- Uploading files at maximum size can take anywhere from a few minutes to 30 minutes or more for slower networks.
- Note that the browser's built-in progress bar does not reflect the progress of the actual file upload.
- External objects must be embedded (not linked); however, including external objects as separate documents is advised.
- Multimedia files will not be accepted, e.g. QuickTime or Windows Media Player, Realplayer, etc.
- The offeror is not required to submit hard copies of the quote or any attachments.

16.2 Offer Submittal Instructions

Step 1 – Volume 1, Past Experience Submission

Interested offerors shall submit Volume 1 – Past Experience information, in GSA's eBuy solicitation web portal in response to the solicitation notice published in eBuy. The deadline date and time for submitting Volume 1 will be posted in eBuy.

Step 2 - Volume 2, Coding & User Research Experience

Interested offerors shall submit Volume 2, Coding & User Research Experience, by e-mail to joseph.loersch@gsa.gov, with cc to tiffany.s.johnson@gsa.gov in response to the Contracting Officer's notification recommending offerors to proceed or not proceed to Step

2. The deadline date and time for submission of Volume 2 will be provided in the Contracting Officer's notification. The e-mail's subject line shall read **COMET II BPA VOLUME 2 QUOTATION FROM [OFFEROR'S NAME]**. (Note: The Government anticipates releasing Step 2 notices approximately four weeks after the Step 1 submission due date.)

Step 3 - Volume 3, Technical and Management Approach

Interested offerors shall submit Volume 3, Technical and Management Approach, by e-mail to joseph.loersch@gsa.gov, with cc to tiffany.s.johnson@gsa.gov in response to the Contracting Officer's notification recommending offerors to proceed or not proceed to Step 3. The deadline date and time for submission of Volume 3 will be provided in the Contracting Officer's notification. The e-mail's subject line shall read **COMET II BPA VOLUME 3 QUOTATION FROM [OFFEROR'S NAME]**. (Note: The Government anticipates releasing Step 3 notices approximately three weeks after the Step 2 submission due date.)

Step 4 - Technical Challenge Exercise

Interested offerors shall respond to the Contracting Officer's notice recommending offerors to proceed or not proceed to Step 4 and Step 5, by expressing interest in participating in the technical challenge. Expressions of interest shall be transmitted by e-mail to joseph.loersch@gsa.gov, with cc to tiffany.s.johnson@gsa.gov per the Contracting Officer's instructions. The expression of interest e-mail's subject line shall read **COMET II BPA STEP 4 – TECHNICAL CHALLENGE REQUEST FROM [OFFEROR'S NAME]**. The Contracting Officer will subsequently notify each interested offeror of the date and time of their technical challenge. The technical challenge may be conducted virtually or in person. (Note: The Government anticipates releasing Step 4 and Step 5 notices approximately four weeks after the Step 3 submission due date.)

Step 5 - Volume 4, Prices

Offerors who express interest in participating in the technical challenge shall submit Volume 4, Prices, in GSA's ASSIST web portal in response to the Contracting Officer's notification recommending offerors to proceed or not proceed to Step 4 and Step 5. The deadline date and time for submission of Volume 4 will be provided in both the Contracting Officer's notification and the ASSIST web portal. (Note: The Government anticipates releasing combined Step 4 and Step 5 notices approximately four weeks after the Step 3 submission due date.)

Additional information on the non-price factor advisory multi-step evaluation can be found in Section 17, below.

SECTION 17 - Quote Evaluation – Down-Select Process

17.1 Down-Select Process Overview

The Government will evaluate offerors' quotes for BPA awards using the following four (4) step Non-Price Factor Down-Select process to determine which firm will provide the best value to the government and the highest level of performance confidence. The evaluation shall cover past experience, code, technical capability, technical challenge, and price. During each portion of the evaluation process, the offeror will be evaluated as a whole regardless of team member involvement. E.g. partnership, Joint Venture, MAS teaming agreement FAR 9.6

- If teaming agreements have been entered into by participating vendors as prescribed in FAR 9.6, the teaming agreement should be attached to the quote with Volume 3 outlining the contribution of each participating company.
- If subcontractors are proposed, the prime offeror must clearly explain the contribution (skill set and level of involvement) of each participating company.

An offeror will be considered to have not met a requirement of this solicitation if that requirement is not addressed in the quote/proposal.

17.2 Advisory Multi-Step Evaluation

To determine which offerors are awarded COMET II BPAs, the Government will use a four-step quote submission and evaluation approach to evaluate the non-price capabilities of the offers as prescribed in FAR 8.405-3. After each step, all offerors will receive a notification from the Contracting Officer advising them to either participate or not participate in the next step. Only offerors who are rated most highly will be advised to proceed to the next step of the procurement. Offerors who were not among the most highly rated will be advised that they are unlikely to be viable competitors. They will be provided with general information upon which the Government has based its advisory recommendation. The intent of this advice is to minimize development costs for those Offerors with little to no chance for receiving an award.

The number of favorable advisory notices sent after each step is at the Government's sole discretion, considering the quality of the offers received and the number of offerors the Government needs for proper BPA competition. However, the Government's advice will be a recommendation only, and those offerors who are advised not to proceed may elect to continue their participation in the procurement. Because the Government is committed to award at least 50% of the BPAs to small businesses, at least 50% of those recommended to proceed to the next step will be small business offerors.

The Government does not intend to provide debriefings after publishing advisory notifications at any step of this evaluation process.

An offeror who fails to participate in the initial or any subsequent step of this down-select process will automatically be removed from further participation in this procurement and will not be eligible for an award. Additionally, once removed from consideration, they will no longer be considered an interested party should they subsequently assert legal action against the Government regarding this procurement.

Offeror submissions will not be accepted from any Offeror if not received by the Government at the place or in the manner of submission or presentation, or at the due date and time either stated in the initial RFQ or as provided in the down-select notifications provided by the Contracting Officer.

(1) First Step Consideration – Past Experience. The Government will consider all submissions in response to the solicitation for Step 1. Submissions will be evaluated as described in Factor 1 of the evaluation criteria. Offerors whose submissions are most highly rated as a result of this evaluation will be advised to advance to the second step in the down-select process. The Government will favorably advise the appropriate number of Offerors for Step 2 that is most beneficial to the Government.

(2) Second Step Consideration – Code Challenge. The Government will consider all

submissions in response to the solicitation for Step 2, whether previously advised or not advised to proceed to this step. Submissions will be evaluated as described in Factor 2 of the evaluation criteria. Offerors whose submissions are most highly rated as a result of this evaluation will be advised to advance to the third step in the down-select process.

(3) Third Step Consideration – Technical Submission. The Government will consider all submissions in response to the solicitation for Step 3, whether previously advised or not advised to proceed to this step. Submissions will be evaluated as described in Factor 3 of the evaluation criteria. Offerors whose submissions are most highly rated as a result of this evaluation will be advised to advance to the fourth step in the down-select process.

(4) Fourth Step Consideration – Technical Challenge. The Government will consider the results of the technical challenge as presented at its conclusion response to the solicitation for Step 4, whether previously advised or not advised to proceed to this step. Submissions will be evaluated as described in Factor 4 of the evaluation criteria. Offerors whose submissions are most highly rated as a result of this evaluation will be advised to submit their prices.

SECTION 18 - Quote Evaluation – Factor Details

The evaluation factors are listed below. The evaluation will necessarily entail the subjective and professional judgment of the Government evaluators. Insufficient or poorly stated information will have a detrimental effect on this evaluation. Failure of the offer to address any element of the following factors will be rated as though the offeror does not have that capability.

NOTE: In the event the Technical Evaluation Board discovers misleading, falsified, and/or fraudulent quote information or support, the Offeror shall be eliminated from further consideration for award. Falsification of any quote submission, documents, or statements may subject the Offeror to civil or criminal prosecution under Section 1001 of Title 18 of the United States Code.

Factor 1 - Past Experience

The Government will derive its level of confidence in the Offeror's ability to successfully perform the BPA requirements based on their past experience delivering information technology services. The government will do this by examining the information presented in the three Volume 1 examples that address the project information listed in Section 6.3 and include the scenarios listed in Section 6.4. The government will evaluate the degree to which the material presented demonstrates the offeror's experience and capabilities to perform the work described in this solicitation. Failure to include all scenarios will not necessarily result in a reduced confidence rating, however the more scenarios which are addressed may result in a higher confidence rating.

The Offeror should clearly indicate which scenario(s) are addressed in each of the three past performance examples. Failure to do so may result in a reduced confidence rating. Past experience examples which do not meet the criteria for recent described in Section 6.2 will not be evaluated. The evaluation will take into consideration the degree to which the prime offeror's experience is represented in the examples.

If an Offeror submits a quotation as a Contractor Teaming Arrangement (CTA), the Offeror should prioritize, to the maximum extent practicable, examples of past experience performed by the CTA versus work performed individually by the CTA members. The

Government will include in its evaluation the overall risk of the CTA Offeror's teaming arrangements and past experience.

If the offeror is a newly formed Partnership or Joint Venture, the government will evaluate the proven experience and performance of each member of the Partnership or Joint Venture in aggregate. If the offeror is a long-standing Partnership or Joint Venture the government will evaluate the Partnership or Joint Venture as a single entity. To be considered for an award in response to this solicitation, Partnership or Joint Ventures must be a unique corporate entity and that corporate entity must have a GSA MAS Schedule contract, corresponding UEI in SAM.gov, and must ensure that all submitted documents in response to this solicitation are in the name of the existing Partnership or Joint Venture.

NOTE: The Offeror is responsible for ensuring information provided on the Agency/Organization's points of contacts is accurate and complete. Please ensure that the points of contact listed are aware they may be contacted for performance feedback. It is critical that the Point of Contact's telephone number and email addresses are included.

Factor 2 – Coding & User Research Experience

The Government will derive its level of confidence in the Offeror's ability to successfully deliver working code that meets users' needs on future work, based on reviews of the offeror's past practices.

In evaluating an Offeror's similar experience, the Government will consider the extent to which the Offeror (whether individually, or through teaming arrangements) has, in the last 5 years, provided software development services and human-centered design for projects that are similar to what is described in the project scenario, and the quality of those services.

1. Code sample demonstrates the offeror's ability to add/change business applications for functionality.
2. Code is clear, concise, and documented.
3. Code is for working applications.
4. Code demonstrates ability to apply non-functional requirements such as security, scalability, portability, readability, and maintainability.
5. User research plan demonstrates understanding of human-centered design practices.
6. User research plan includes methods appropriate for stated research goals and timeline is feasible.

Factor 3 – Overall BPA Technical Approach

The Government will derive its level of confidence in the Offeror's ability to successfully perform the BPA requirements based on their overall technical approach to perform the work described in the nine task objective areas set forth in Section 2B of the BPA Performance Work Statement. When performing the evaluation, the government will specifically, although not exclusively, consider the following aspects of project execution.

1. Understanding of the BPA objectives, the issues and challenges involved, the complexity of the technical environment, and an approach to addressing issues, challenges, and ensure performance at or above contract requirements.
2. Technical and business experience, subject matter expertise, and industry best practices delivering IT Solutions for portfolio's similar to the Federal Acquisition

Service (FAS)

3. Approach to ensure continuity of operations and minimal user impact as capabilities and functionality transition from legacy to the modernized platform
4. Approach to leveraging, implementing, and integrating COTS/SaaS products/solutions, Open-Source Solutions, and custom developed solutions hosted in hybrid, cloud, and on-premise
5. The relevancy and effectiveness of the offeror's methodology to create a modular, loosely coupled, service focused architecture from legacy monolithic applications.
6. The adaptability of the Offer's approach to the GSA standards and playbooks, FAS-IT Playbook and other advisory and standard setting bodies and groups within GSA,
7. Ability to provide O&M services in an agile environment to meet the PWS requirements
8. The degree of effectiveness and efficiency of the offeror's methodology to reduce costs over the life of the acquisition through innovation such as in O&M and DevOps.

Factor 4 – Overall BPA Management Approach

The Government will derive its level of confidence in the Offeror's ability to successfully perform the BPA requirements based on their approach to managing employee teams and awareness of management requirements and risks. When performing the evaluation, the government will specifically, although not exclusively, consider the following aspects of project management.

1. Attracting and retaining the right people for COMET II;
2. The time it would take to staff, organize, and start delivery [multiple] of one to five Agile development teams
3. Managing the contractor team, including prime contractor and subcontractor roles and responsibilities
4. Managing staffing efforts similar to COMET II with its own employees and subcontractors in federal and/or commercial space
5. Organizing the Agile teams initially and managing them over time
6. Ability to provide clear, concise, and realistic plans that ensure successful and timely completion of deliverables and work product, in accordance to the BPAs quality and performance requirements
7. Ability to manage and deliver for a variety of implementation models including custom development (capacity), COTS/SaaS implementation (capability) and hybrid
8. Being continually responsive in the Government's environment of evolving needs
9. Clear lines of communication between the offeror and the Government, for timely problem identification, mitigation, and resolution, and action by the Government, when required
10. The effectiveness and ability for the offeror to coordinated and collaborated in a multi-contractor environment
11. Ability to seamlessly manage offeror's teams so as not to convey to the government any difference between performance of the prime or subcontractor team members
12. Ability of the offeror to proactively identify opportunities for innovation, efficiency, and/or increased capabilities, and to engage with the government in a consultative and advisory manner that enables the Government to take actions that furthers the Agency mission and objectives.

Factor 5 – Technical Approach for GSA-IT FC3 (FAS Contract, eCommerce, &

Catalog Systems) Operations and Maintenance

Sub-Factor 5.1 – Technical Approach GSA-IT FC3

The government will evaluate the technical approach portion of the FC3 proposal to determine the degree to which the application of the offered technical approach will accomplish the goals of this requirement with minimum performance and cost risk to the government. When performing the evaluation, the government will specifically, although not exclusively, consider the following aspects of project execution.

1. Approach to large-scale Operations and Maintenance of major FAS systems as described in the task order PWS
2. Approach to driving continuous innovation and improvement
3. Protection of quality and integrity of data, and compliance with FISMA, NIST, and other applicable security regulations, policies and processes
4. Approach to deliver activities and tasks related to defect fixes and O&M items using agile methodologies.
5. Response to ad-hoc issues or requests that come from the client to address defects, and plans to track, prioritize, and resolve defects in future releases.
6. Details regarding an Agile project roadmap so that proposed tasks can occur within estimated planning, critical functions development, and during on-going activities.
7. Address methodology for providing qualified staffing for surge support
8. Methods for continuous integration and continuous deployment of usable code
9. The degree to which the offeror demonstrates a clear understanding of the project goals and end state.
10. The degree to which the offeror demonstrates a clear understanding of the FAS IT Playbook, individual elements, processes, and functions that the solution must have to accomplish the project goals, including recommendations or solutions as appropriate.
11. The degree to which the offeror demonstrates a comprehensive understanding of the applicable laws, guidance and policies as noted in the PWS.

Sub-Factor 5.2 – Management & Staffing Approach for GSA-IT FC3

The government will evaluate the degree to which the offeror's management approach will effectively deliver the PWS requirements and minimum performance and cost risk (avoiding schedule, cost, and scope creep) to the government. The level of confidence will be based on the following:

- Your company's management methodology for optimizing lines of authority and communication, organizational structure, and problem resolution methodologies. Your company shall discuss how personnel will be held accountable for performance.
- Your company's approach to risk management during performance from both a technical and management perspective, and the planned actions to mitigate or eliminate risks.
- Your company's approach and rationale for choosing personnel for this effort. Your company shall describe how each person will be involved in the potential contract, and how her/his qualifications make them uniquely qualified for the position.
- Your company's approach to hiring, retaining, and replacing high performing

personnel throughout the life of the contract (including all option periods).

- The degree to which the staffing plan includes labor categories, a labor mix, and levels of effort (labor hours) appropriate for accomplishing this requirement. This specifically includes the makeup and management of Development, Operations & Site Reliability Engineering, and Program/Project Management personnel.
- The degree to which the proposed personnel (including subcontractor personnel, if proposed) possess technical experience, qualifications, and certifications per the COMET Labor Categories, security clearances necessary to successfully perform this requirement, and experience with Government acquisitions.
- Commitment letters from all personnel proposed in the staffing plan indicating current employment of the Prime or Subcontractor, if applicable. Commitment letters for 12 months of employment for all key personnel are required.
- Supporting documentation (e.g., resumes) for all personnel proposed in the staffing plan indicating their experience aligns to the COMET labor category descriptions/requirement, and if applicable, to the desired skills listed in the PWS. The Contractor shall validate the candidate's experience and certifications (if applicable) cited in the resumes.

Factor 6 – IAE SAM.gov Product Architecture, Shared Services, and Developed Domains

Sub-Factor 6.1 – Technical Approach IAE SAM.gov

The government will evaluate the offeror's knowledge of IAE and SAM.gov's Product Architecture, Shared Services, and Developed Domain. The offeror must demonstrate a technical approach to the SAM.gov Product Architecture, Shared Services, and Develop Domains that will accomplish the goals of the PWS' requirements so as to maximize performance and reduce program risk (including cost, schedule, and scope creep) to the government. When performing the evaluation, the government will specifically, although not exclusively, consider the following aspects of the offeror's proposal:

- Deep demonstrated knowledge of SAM.gov's Product Architecture, Shared Services, and Developed Domains. This includes functional, technical, architectural, legal, and policy knowledge of all services, how they interact throughout the SAM.gov ecosystem including with other IAE systems and external users and systems.
- Deep knowledge and capability to address help desk support capability meeting/exceeding service level requirements while providing excellent customer service. Demonstration of how the offeror can constantly reduce help desk calls through product, service, and customer support.
- Methods for continuous integration and continuous deployment of usable code
- The degree to which the offeror demonstrates a clear understanding of the FAS IT Playbook, individual elements, processes, and functions that the solution must have to accomplish the project goals, including recommendations or solutions as appropriate.
- The degree to which the offeror demonstrates a comprehensive understanding of the applicable laws, guidance and policies as noted in the PWS.
- Demonstration of how the offeror intends to integrate service design into the intake and development processes.
- Demonstration of how the offeror can successfully support change management for new

- and updated services
- Demonstration of how the offeror intends to support continuity of operations of SAM.gov complying to standards of Site reliability for high availability and reliability; Continuously review the costs and propose/implement areas of improvement.
- Demonstration of how the offeror maintains the security posture of SAM.gov and other IAE legacy systems and demonstrate the experience in obtaining ATOs.
- Demonstration of experience with SAFe agile practices and ability to collaborate with 20+ teams across the program.

Sub-Factor 6.2 – Management & Staffing Approach for IAE SAM.gov

The government will evaluate the degree to which the offeror's management and staffing approach will effectively deliver the PWS requirements and maximizing performance and reduce program risk (avoiding schedule, cost, and scope creep) to the government. The level of confidence will be based on the following:

- The offeror's methodology for optimizing lines of authority and communication, organizational structure, and problem resolution methodologies both internally and with the government. The offeror shall describe how personnel will maximize performance on this contract.
- The offeror's approach to risk management during performance from both a technical and management perspective, and the planned actions to identify, report, and mitigate or eliminate risks.
- The offeror's approach and rationale for choosing personnel for this effort. The offeror shall describe how each person will be involved in the potential contract, and how her/his qualifications make them uniquely qualified for the position.
- The offeror's approach to hiring, retaining, and replacing well qualified personnel throughout the life of the contract (including all option periods).
- The degree to which the staffing plan includes labor categories, a labor mix, and levels of effort (labor hours) appropriate for accomplishing this requirement. The offeror should specifically map how their personnel mix will accomplish all functional, technical, and administrative requirements of the PWS while performing at a high performance level.
- The degree to which the proposed personnel (including subcontractor personnel, if proposed) possess technical experience, qualifications, and certifications per the COMET Labor Categories, security clearances necessary to successfully perform this requirement, and experience with Government acquisitions.
- Commitment letters from all personnel proposed in the staffing plan indicating current employment of the Prime or Subcontractor, if applicable. Commitment letters for 12 months of employment for all key personnel are required. Approach for how the offeror is ensuring 12 month minimum commitments from key personnel and retaining staff over the entire period of performance of the contract.
- Supporting documentation (e.g., resumes) for all personnel proposed in the staffing plan indicating their experience aligns to the COMET labor category descriptions/requirement, and if applicable, to the desired skills listed in the PWS. The offeror shall validate the candidate's experience and certifications (if applicable) cited in the resumes.

Sub-Factor 6.3 – Phase-In/Transition Plan for IAE SAM.gov

The government will evaluate the degree to which the offeror's transition plan will meet the requirements identified in the SAM.gov PWS and provide a full pathway for successful independent transition. When doing this evaluation, the government will review the offeror's solution for phase-in/transition into this contract that presents –

- A clear pathway for being at full independent operational capacity without government or transitioning out contractor support within 30 days- of award
- a clear solution for successfully executing the phase-in tasks
- a clear solution for successfully executing the delivery of required services including a detailed plan-of-action and milestones to transition all the functions identified in the PWS,
- an approach to maintaining quality and minimizing disruptions during the phase-in,
- development and dissemination of operating instructions, procedures, and control directives within 30 days of contract award.

Factor 7 – Technical & Management Approach for GSA-IT PMRT (Pricing and Market Research) Operations and Maintenance

The Government will derive its level of confidence in the Offeror's ability to successfully perform the PMRT requirements based on their technical approach. When performing the evaluation, the government will specifically, although not exclusively, consider the following aspects of project execution.

1. Details regarding an Agile project roadmap so that proposed tasks can occur within estimated planning, critical functions development, and during on-going activities.
2. Address methodology for providing qualified staffing for surge support
3. Address help desk staffing and meeting task requirements
4. Methods for continuous integration and continuous deployment of usable code
5. Approach to deliver activities and tasks related to defect fixes and O&M items using agile methodologies.
6. The degree to which the offeror demonstrates a clear understanding of the project goals and end state
7. The degree to which the offeror demonstrates a clear understanding of the FAS IT Playbook, individual elements, processes, and functions that the solution must have to accomplish the project goals, including recommendations or solutions as appropriate
8. The degree to which the offeror demonstrates a comprehensive understanding of the applicable laws, guidance and policies as noted in the PWS

Factor 8.1 – Knowledge of and Technical Approach to IAE Acquisition 360 Product Architecture, Shared Services, and Developed Domains

The government will evaluate the offeror's knowledge of IAE Acquisition 360 Product Architecture, Shared Services, and Developed Domain. The offeror must demonstrate a technical approach to the SAM.gov Product Architecture, Shared Services, and Develop Domains that will accomplish the goals of the PWS' requirements so as to maximize performance and reduce program risk (including cost, schedule, and scope creep) to the government. When performing the evaluation, the government will specifically, although not exclusively, consider the following aspects of the offeror's proposal:

- Deep demonstrated knowledge of Entity 360 Product Architecture, Shared Services, and Developed Domains. This includes functional, technical, architectural, legal, and policy knowledge of all services, how they interact throughout the SAM.gov ecosystem including with other IAE systems and external users and systems.
- Deep knowledge and capability to address help desk support capability meeting/exceeding service level requirements while providing excellent customer service. Demonstration of how the offeror can constantly reduce help desk calls through product, service, and customer support.
- Methods for continuous integration and continuous deployment of usable code
- The degree to which the offeror demonstrates a clear understanding of the FAS IT Playbook, individual elements, processes, and functions that the solution must have to accomplish the project goals, including recommendations or solutions as appropriate.
- The degree to which the offeror demonstrates a comprehensive understanding of the applicable laws, guidance and policies as noted in the PWS.
- Demonstration of how the offeror intends to integrate service design into the intake and development processes.
- Demonstration of how the offeror can successfully support change management for new and updated services
- Demonstration of how the offeror intends to support continuity of operations of SAM.gov complying to standards of Site reliability for high availability and reliability; Continuously review the costs and propose/implement areas of improvement.
- Demonstration of how the offeror maintains the security posture of SAM.gov and other IAE legacy systems and demonstrate the experience in obtaining ATOs.
- Demonstration of experience with SAFe agile practices and ability to collaborate with 20+ teams across the program.

Factor 7.2 – Management & Staffing Approach for IAE Entity 360 Product Architecture, Shared Services, and Developed Domains

The government will evaluate the degree to which the offeror's management and staffing approach will effectively deliver the PWS requirements and maximizing performance and reduce program risk (avoiding schedule, cost, and scope creep) to the government. The level of confidence will be based on the following:

- The offeror's methodology for optimizing lines of authority and communication, organizational structure, and problem resolution methodologies both internally and with the government. The offeror shall describe how personnel will maximize performance on this contract.
- The offeror's approach to risk management during performance from both a technical and management perspective, and the planned actions to identify, report, and mitigate or eliminate risks.
- The offeror's approach and rationale for choosing personnel for this effort. The offeror shall describe how each person will be involved in the potential contract, and how her/his qualifications make them uniquely qualified for the position.
- The offeror's approach to hiring, retaining, and replacing well qualified personnel throughout the life of the contract (including all option periods).
- The degree to which the staffing plan includes labor categories, a labor mix, and levels of effort (labor hours) appropriate for accomplishing this requirement. The offeror should specifically map how their personnel mix will accomplish all functional,

- technical, and administrative requirements of the PWS while performing at a high performance level.
- The degree to which the proposed personnel (including subcontractor personnel, if proposed) possess technical experience, qualifications, and certifications per the COMET Labor Categories, security clearances necessary to successfully perform this requirement, and experience with Government acquisitions.
 - Commitment letters from all personnel proposed in the staffing plan indicating current employment of the Prime or Subcontractor, if applicable. Commitment letters for 12 months of employment for all key personnel are required. Approach for how the offeror is ensuring 12 month minimum commitments from key personnel and retaining staff over the entire period of performance of the contract.
 - Supporting documentation (e.g., resumes) for all personnel proposed in the staffing plan indicating their experience aligns to the COMET labor category descriptions/requirement, and if applicable, to the desired skills listed in the PWS. The offeror shall validate the candidate's experience and certifications (if applicable) cited in the resumes.

Factor 7.3 – Phase-In/Transition Plan for IAE Entity 360 Product Architecture, Shared Services, and Developed Domains

The government will evaluate the degree to which the offeror's transition plan will meet the requirements identified in the SAM.gov PWS and provide a full pathway for successful independent transition. When doing this evaluation, the government will review the offeror's solution for phase-in/transition into this contract that presents –

- A clear pathway for being at full independent operational capacity without government or transitioning out contractor support within 30 days- of award
- a clear solution for successfully executing the phase-in tasks
- a clear solution for successfully executing the delivery of required services including a detailed plan-of-action and milestones to transition all the functions identified in the PWS,
- an approach to maintaining quality and minimizing disruptions during the phase-in,
- development and dissemination of operating instructions, procedures, and control directives within 30 days of contract award.

Factor 9 –IAE Acquisition 360, Assistance 360, FPDS O&M, FAADC O&M, and Acquisition Modernization

Sub-Factor 9.1 – Technical Approach IAE Acquisition 360

The government will evaluate the technical approach portion of the IAE Acquisition 360, Assistance 360, FPDS O&M, FAADC O&M proposal to determine the degree to which the application of the offered technical approach will accomplish the goals of this requirement with minimum performance and cost risk to the government. When performing the evaluation, the government will specifically, although not exclusively, consider the following aspects of project execution

1. Details regarding an Agile project roadmap so that proposed tasks can occur within estimated planning, critical functions development, and during on-going activities.
2. Address methodology for providing qualified staffing for surge support
3. Address help desk staffing and meeting task requirements
4. Methods for continuous integration and continuous deployment of usable code
5. The degree to which the offeror demonstrates a clear understanding of the project

- goals and end state.
6. The degree to which the offeror demonstrates a clear understanding of the FAS IT Playbook, individual elements, processes, and functions that the solution must have to accomplish the project goals, including recommendations or solutions as appropriate.
 7. The degree to which the offeror demonstrates a comprehensive understanding of the applicable laws, guidance and policies as noted in the PWS.

Sub-Factor 9.2 – Management & Staffing Approach for IAE Acquisition 360, Assistance 360, FPDS O&M, FAADC O&M

The government will evaluate degree to which the offeror's management approach will effectively deliver the PWS requirements and minimum performance and cost risk (avoiding schedule, cost, and scope creep) to the government. The level of confidence will be based on the following:

- Your company's management methodology for optimizing lines of authority and communication, organizational structure, and problem resolution methodologies. Your company shall discuss how personnel will be held accountable for performance.
- Your company's approach to risk management during performance from both a technical and management perspective, and the planned actions to mitigate or eliminate risks.
- Your company's approach and rationale for choosing personnel for this effort. Your company shall describe how each person will be involved in the potential contract, and how her/his qualifications make them uniquely qualified for the position.
- Your company's approach to hiring, retaining, and replacing personnel throughout the life of the contract (including all option periods).
- The degree to which the staffing plan includes labor categories, a labor mix, and levels of effort (labor hours) appropriate for accomplishing this requirement. This specifically includes the makeup and management of DME, Operations and Maintenance (including the Project Management Office and Help Desk) personnel.
- The degree to which the proposed personnel (including subcontractor personnel, if proposed) possess technical experience, qualifications, and certifications per the COMET Labor Categories, security clearances necessary to successfully perform this requirement, and experience with Government acquisitions.
- Commitment letters from all personnel proposed in the staffing plan indicating current employment of the Prime or Subcontractor, if applicable. Commitment letters for 12 months of employment for all key personnel are required.
- Supporting documentation (e.g., resumes) for all personnel proposed in the staffing plan indicating their experience aligns to the COMET labor category descriptions/requirement, and if applicable, to the desired skills listed in the PWS. The Contractor shall validate the candidate's experience and certifications (if applicable) cited in the resumes.

Sub-Factor 9.3 – Phase-In/Transition Plan for IAE Acquisition 360, Assistance 360, FPDS O&M, FAADC O&M

The government will evaluate degree to which the offeror's transition plan will meet the minimum requirements identified in the SAM.gov PWS and provide recommendations for successful transition. When doing this evaluation, the government will review the offeror's

solution for phase-in/transition into this contract that presents –

- a clear understanding of the phase-in tasks
- a clear understanding of the delivery of required services including a detailed plan-of-action and milestones to transition the functions identified in the PWS,
- an approach to maintaining quality and minimizing disruptions during the phase-in,
- development and dissemination of operating instructions, procedures, and control directives.

Factor 10 – Technical Challenge

The Government will derive its level of confidence in the Offeror’s ability to successfully perform this requirement based on its performance of the Technical Challenge, considering matters such as –

1. How well the offeror collaborates with the team and with the product owner, meets technical requirements of the challenge to deliver a working solution, and delivers products efficiently.
2. The offeror’s productivity and overall efforts taken to deliver a high quality, secure and working solution, and meeting the Product Owner’s requirements.
3. The offerors’ willingness, effort, and ability to work collaboratively as a team and with the Product Owner in every aspect of team performance during the technical challenge.
4. The consistency and efficiency of the processes and practices implemented by the offeror.
5. Ability to complete work within the given time constraint.

SECTION 19 - Quote Evaluation – Non-Price Factor Ratings

19.1 BPA Non-Price Factor Ratings

The government will use the following non-price evaluation factors when determining which offerors will receive a BPA award.

Factor 1 – Past Experience

Factor 2 – Code Challenge and User Research Experience

Factor 3 – Overall BPA Technical Approach

Factor 4 – Overall BPA Management Approach

Factor 5 – GSA-IT FC3 Technical & Management Approach

Factor 6 – IAE SAM.gov Technical, Management & Phase-in Approach

Factor 10 – Technical Challenge

The government will assign a rating to each BPA evaluation factor. If there are sub-factors the rating of those sub-factor will be combined to arrive at the overall Factor rating. After each BPA non-price factor is assigned a rating, an overall BPA non-price factor rating will be assigned. When assigning the overall BPA non-price factor rating the government will consider the factors to have the following order of importance, from least to greatest: Factor 1, 10, 2, 5 & 6 (equal), 4, 3.

19.2 Task Order Non-Price Factor Ratings

The government will use the following non-price evaluation factors when determining which offeror will receive a BPA Task Order award.

Factor 6 – GSA-IT FC3 Technical & Management Approach

- Factor 7 – IAE SAM.gov Technical, Management & Phase-in Approach
- Factor 8 – GSA-IT PMRT Technical & Management Approach
- Factor 9 – IAE Entity 360 Technical, Management & Phase-in Approach
- Factor 10 – IAE Acquisition 360 Technical, Management & Phase-in Approach

Each Task Order will be evaluated separately. The government will assign a rating to each Task Order evaluation factor. Where sub-factors are described, the government will first evaluate each sub-factor and will then combine the sub-factor ratings to arrive at an overall factor rating. When assigning each overall task order non-price factor rating the government will consider the sum-factors to have the following order of importance, from least to greatest: **Factor 1, 10, 2, 5 & 6 (equal)**

19.3 Non-Price Factor Rating Criteria

The government will use the following criteria when assigning non-price factor ratings.

Rating	General Description
Highly Confident	The Government is highly confident that the offeror has a firm understanding of the requirement, has performed similar requirements in the past, and proposes a sound approach. The quotation submitted provides the Government with a high degree of confidence that the offeror is capable of successful performance.
Confident	The Government is confident that the offeror has a firm understanding of the requirement, has performed similar requirements in the past, and proposes a sound approach. The quotation submitted provides the Government with confidence that the offeror is capable of successful performance
Somewhat Confident	The Government is somewhat confident that the offeror has an understanding of the requirement, has performed somewhat similar requirements in the past, and proposes a sound approach. The quotation submitted provides the Government with a mild degree of confidence that the offeror is capable of successful performance.
Not Confident	The Government is not confident that the offeror has an understanding of the requirement, has performed similar requirements in the past, and proposes a sound approach. The quotation submitted provides the Government with no degree of confidence that the offeror is capable of successful performance

Except for a “Not Confident” rating, the other rating levels will include the possibility of being assessed a plus (“+”) or minus (“-”) qualifier.

- A “+” qualifier indicates exceeding the rating level criteria in some respects that set it above what is required for the given rating level but does not exceed the criteria sufficiently to warrant the next higher rating level.
- A “-” qualifier indicates not fully meeting the rating level criteria in some respects that set it below what is required for the given rating level, but does not fail to meet the criteria sufficiently to warrant the next lower rating level

NOTE: If any non-price factor is evaluated as “Not Confident” the quote will be eliminated from the competition and will not be eligible for award. If an offeror receives a “Not Confident” rating during any

one of the down-select steps this information will be conveyed in the Contracting Officer's notification.

SECTION 20 - Quote Evaluation – Rates and Prices

19.1 Price/Rate Verification and Evaluation

In this step the government will review the offerors' rates and prices to ensure that they are fair and reasonable and are in compliance with the requirements of the BPA and MAS contract under which they are quoted. The government may or may not use a price or cost realism analysis or "should-cost" analysis when evaluating quoted prices.

Note: The Government reserves the right to normalize (adjust) prices, if necessary, to ensure an equitable price comparison and competition.

19.2 For BPA Awards

To arrive at the total evaluated price for BPA awards, offerors shall provide a quote for the OCIO FC3 and IAE SAM.gov task orders using the **exact rates** proposed on the BPA Schedule of Items and Rates (**Attachment TBD**). The total evaluated price of each task order will be the sum of all line items prices quoted on each offeror's OCIO FC3 and IAE SAM.gov task order Schedule of Items and Prices (**Attachments TBD**) for all option periods. For the BPA price evaluation, the total evaluated price of the OCIO FC3 and IAE SAM.gov task orders will be combined to arrive at the total evaluated price for BPA awards.

19.3 For individual Task Order Awards

The total evaluated price of each task order will be the sum of all line items prices quoted on each offeror's Schedule of Items and Prices for all periods of performance.

The Government will examine the price submission to ensure that the price volume is consistent with the technical submission in all respects and to determine if pricing is reasonably aligned with the proposed labor mix to perform the duties as required by the PWS.

To promote standardization across submissions, the Government has provided the following pricing worksheets to be used.

Pricing Page Attachments		
Attachment	Description	Use
Attachment TBD	COMET II BPA Pricing Page	BPA awarded labor rates
Attachment TBD	GSA-IT Operations and Maintenance Halley's TO Pricing Page	BPA price evaluation
Attachment TBD	GSA-IT Operations and Maintenance TBD TO Pricing Page	BPA price evaluation

Attachment TBD	GSA-IT DevOps IAE Seed Task Order (Identify each Specialized Areas of Focus)	BPA price evaluation for each IAE individual objective
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Teaming Arrangements: Contractor Teaming/Subcontracting Agreements (IAW GSA subcontracting procedures) rate information must also be included, if applicable. Any Contractor Teaming Agreements shall be in accordance with GSA policy and guidelines. For the purposes of submitting an Offer under this RFQ, an existing CTA as defined in FAR 9.601(1) is allowable in accordance with the following paragraphs.

The Offeror shall submit sufficiently detailed information to permit the Contracting Officer and authorized representatives to evaluate the quote. Unless otherwise stated in this solicitation, the information may be submitted in the Offeror’s own format.

Task Order Awards

Three (3) task order performance work statements are included in the COMET II BPA RFQ:

- 1) Attachment TBD: GSA-IT Operations and Maintenance FC3 Task Order PWS
- 2) Attachment TBD: GSA-IT Operations and Maintenance PMRT Task Order PWS
- 3) Attachment TBD: IAE DevOps Task Order PWS

These task orders are included in the COMET II BPA RFQ for purposes of technical evaluation for BPA awards. It is also the intention of the Government to award these task orders to COMET II BPA awardees immediately following the BPA awards.

For award of the individual Task Orders, the Government will consider the following two factors: Factor 2 – Technical Approach, including only the subfactor (3.1, 3.2, 3.3, or 3.4) that applies to the respective Task Order, and Factor 6 – Price, only as it relates to the ACTUAL Task Order Pricing Page of the respective task order (Attachments H-K).

Offers must propose their own labor category mix for the ACTUAL task order pricing pages. The Government will determine a new level of confidence score for Factor 3 at the task order award evaluation stage, because only a whole score for Factor 3 (inclusive of all Sub-factors) was determined at the BPA evaluation stage.

The non-price Factor 3, is considered more important than price for the task order awards. However as the non-price factor becomes more equal among offerors, price is more important.

NOTE: The Government reserves the right to make multiple awards to the highest rated offers for the IAE DevSecOps TO. In keeping with Agile practices, it is desirable for the Government to maintain a manageable number of scrum teams (ie 3-5) per task order. The number of task order awards is at the Government’s discretion.

SECTION 21 - Basis of Award and Quote Selection

21.1 Method of Award

The Government will fairly consider all offers received in response to this solicitation. The Government intends to make multiple BPA awards from this solicitation to different

Offerors, on the basis of best value trade-off to the Government. The intent of multiple awards to differing Offerors is to maximize the Government's learning capacity from multiple contractors using Agile approaches. The Government intends to make BPA awards without negotiations. Therefore, an Offeror's initial offer should contain its best terms. The Government will consider all five of the following factors, with the non-price factors (when combined) being more important than the price factor.

The award process will be conducted and the resultant BPAs and Task Orders will be awarded in accordance with FAR 8.405-2 and 8.405-3. This is not a FAR Part 15 negotiated competition; therefore, the procedures in FAR Part 15.3 (Source Selection) DO NOT apply to this solicitation.

However, given the lack of guidance regarding specific source selection procedures in those sections, the government shall also follow the procedures listed below for the purposes of evaluation plan:

1. The Government reserves the right to make awards based on initial quotes; therefore, Offerors are encouraged to submit their most favorable terms, from both a technical and price aspect, and not assume that the government will conduct discussions.
2. The Government reserves the right to remove any quote(s) from consideration at any time if the Offeror has failed to provide adequate information necessary to evaluate its quote, or has failed to follow the Submission Instructions in the RFQ.
3. The government reserves the right to request clarifications from one or more of the Offerors at any time after receipt of quotations. The government is not required to request clarifications from an Offeror whose quote has no reasonable chance for award.
4. The government reserves the right to hold discussions with one or more of the Offerors at any time after receipt of quotations. The government is not required to hold discussions with an Offeror whose quote has no reasonable chance for award.

The Government intends to make award based on the initial quote submissions without conducting exchanges. Therefore, each offer should contain the Offeror's best terms from a price and technical standpoint. However, the Government reserves the right to hold exchanges if, during the evaluation, it is determined to be in the best interest of the Government. Exchanges are fluid interaction(s) between the Contracting Officer (CO) and the contractors that may address any aspect of the quote and may or may not be documented in real time. Exchanges may be conducted with one, some or all offerors as the Government is not required to conduct exchanges with any or all contractors responding to this RFQ. Post-selection exchanges, if any, with the quoted best value offeror shall not constitute a competitive range determination and shall not otherwise entitle other contractors, if any, to an opportunity to revise quotes.

21.2 Best Value Determination.

The acquisition evaluation will be conducted utilizing a Best Value approach, which seeks to select an offer with the best value to meet the Government's need. Best value is defined as the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement, in accordance with FAR 2.101. This solicitation does not obligate the government to make an award.

The non-price level of confidence scores will be ranked and then each quote, along with

its respective price, will be assessed against its eligible competitor. If the offeror with the lowest price does not also have the highest non-price level of confidence score, thus offering the Government the best value, the Government will use a trade-off approach based on the relative risks and benefits of the individual quotes. This trade-off approach will identify the quote offering the best value to the Government. When making these comparisons, the non-price factors level of confidence will be considered more important than price.

21.3 Award Format and Contents

The BPAs and Task Orders resulting from this solicitation will be awarded electronically on a GSA Form 300 in the GSA ASSIST system. The vendor receiving the award will be notified by email through the ASSIST system's automated notification function. The Task Order will contain all applicable vendor, product identification, order processing, price, and invoicing and payment information.

4.5 Post Award Debriefing

This procurement is being accomplished in accordance with FAR 8.4, which does not sanction debriefings.

SECTION 22 - Solicitation and Contract Provisions

This solicitation and/or the resulting blanket purchase agreements will incorporate, and be governed by, the applicable clauses and provisions of the FSS contract upon which they are based. Additional clauses or provisions may be included in the blanket purchase agreements and their associated task orders. These may be included by reference or in full text. If provided by reference they will have the same force and effect as if they were given in full text. Upon request, the Contracting Officer (CO) will make their full text available. Also, the full text may be accessed electronically at <http://www.acquisition.gov>

22.1 Federal Supply Schedule Contract - Terms and Conditions

All applicable contract clauses and terms and conditions from the contractor's GSA Schedule will be incorporated under any resultant task order.

22.2 Provisions Incorporated by Reference

The following provisions are incorporated by reference with the same force and effect as if provided in full text. These provisions apply if applicable.

FAR 52.217-5, Evaluation of Options (Jul 1990)

22.3 Provisions in Full Text

The following provisions are incorporated in full text:

FAR 52.252-1

FAR 52.252-1, Solicitation Provisions Incorporated by Reference (Feb 1998) (Required if any provisions are incorporated by reference)

This solicitation incorporates one or more solicitation provisions by reference, with

the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quote. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quote.

FAR 52.204-24

FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (See Attachment 2)

FAR 52.204-26

FAR 52.204-26 Covered Telecommunications Equipment or Services-Representation (See Attachment 2)

As prescribed by GSA Federal Acquisition Service Policy & Procedures 2022-03, dated 22 September 2022, the following provision is included in this task order.

Management of Cyber-Supply Chain Risks

The Government may perform a cyber-supply chain risk assessment of the awarded contractor at any time during the period of performance. The Government may review any information provided by the contractor to the Government as part of this contract action, along with any other information available to the Government from any other source, to assess the cyber-supply chain risk associated with the contractor. The Government may monitor the following cyber-supply chain risk information, including, but not limited to:

1. Functionality and features of awarded products and services, including access to data and information system privileges;
2. The ability of a source to produce and deliver products and services as expected;
3. Foreign control of, or influence over, a source, product or service (e.g., foreign ownership, personal and professional ties between a source and any foreign entity, legal regime of any foreign country in which a source is headquartered or conducts operations);
4. Security, authenticity, and integrity of products and services and their supply and compilation chains;
5. The contractor's capacity to mitigate identified risks;
6. Any other considerations that would factor into an analysis of the security, integrity, resilience, quality, trustworthiness, or authenticity of products, services or sources.

In the event supply chain risks are identified during contract administration and corrective action becomes necessary, mutually agreeable corrective actions will be sought based upon specific identified risks. Failure to resolve any identified risk may result in Government action including not extending the period of performance, not exercising remaining option periods and contract termination.

[End of Provision]

SECTION 23 - Solicitation and Contract Clauses

23.1 Clauses Incorporated by Reference

This solicitation and/or the resulting blanket purchase agreements will incorporate, and be governed by, the applicable clauses and provisions of the FSS contract upon which they are based. Additional clauses or provisions may be included in the blanket purchase agreements and their associated task orders. These may be included by reference or in full text. If provided by reference they will have the same force and effect as if they were given in full text. Upon request, the Contracting Officer (CO) will make their full text available. Also, the full text may be accessed electronically at <http://www.acquisition.gov>

FAR Clause #	Title and Date
52.217-5	Evaluation of Options (Jul 1990)
52.217-6	Option for Increased Quantity (Mar 1989)
52.217-7	Option for Increased Quantity-Separately Priced Line Item (Mar 1989)
52.227-14	Rights in Data - General (May 2014)
52.232-18	Availability of Funds (Apr 1984)
52.232-19	Availability of Funds for Next Fiscal Year (Apr 1984)
52.232-33	Payment by Electronic Funds Transfer – System For Award Management (Oct 2018)
GSAR 552.237-73	Restriction on Disclosure of Information (Jun 2009)

23.2 Clauses Incorporated in Full Text

The following two option clauses, when applicable, may be incorporated into any task order placed under the BPA.

52.217-7 Option for Increased Quantity—Separately Priced Line Item.

As prescribed in [17.208\(e\)](#), insert a clause substantially the same as the following:

OPTION FOR INCREASED QUANTITY—SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within [*insert in the clause the period of time in which the Contracting Officer has to exercise the option*]. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.217-8 Option to Extend Services.

As prescribed in [17.208\(f\)](#), insert a clause substantially the same as the following:

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 _____ [*insert the period of time within which the Contracting Officer may exercise the option*].

(End of clause)

52.217-9 Option to Extend the Term of the Contract.

As prescribed in [17.208\(g\)](#), insert a clause substantially the same as the following:

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 _____ [*insert the period of time within which the Contracting Officer may exercise the option*]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least _____ days [*60 days unless a different number of days is inserted*] 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 _____ (months) (years).

(End of clause)

FAR 52.204-27

As prescribed in FAR 4.2203, the following clause applies to this task order/contract.

Incremental Funding

If this task order is incrementally funded, the clause entitled "Incremental Funding – Time and Materials/Labor Hours" will be included in this task order pursuant to GSA R5 AOD Acquisition Letter 3-2009-01 (revised 07-23-09).

Incremental Funding – Time and Materials/Labor Hours

The project may be incrementally funded. If incremental funded, funds shall be added to the contract/order via a unilateral modification as the funds become available. The contractor shall not perform work resulting in charges to the Government that exceed obligated funds.

The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously

incurred, will exceed 75 percent of the total amount so far allotted to the contract/order by the Government. The notice shall state the estimated amount of additional funds required to continue performance of the contract/order for the specified period of performance or completion that task.

Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

The Government is not obligated to reimburse the contractor for charges in excess of the contract/order funded amount and the contractor is not obligated to continue performance or otherwise incur costs that could result in charges to the Government in excess of the obligated amount under the contract/order.

(End of clause)

GSAR 552.212-4 (ALTERNATE II) (FAR DEVIATION)

Licensing Agreement Provisions

**Contract Terms and Conditions-Commercial Items. (ALTERNATE II) (FAR DEVIATION)
(July 2015)(GSAR 552.212-4)**

As directed in AL-2015-03, when a commercial item contract (using FAR Part 12 procedures) is contemplated and the contract will include FAR 52.212-4, replace subparagraph (g)(2), paragraph (s), and paragraph (u) of the basic FAR clause; additionally, add paragraph (w). **NOTE: Blue text denotes Deviation changes.**

**Contract Terms and Conditions—Commercial Items (Alternate ii, FAR Deviation
(July 2015)**

- (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 re-performance of nonconforming services at no increase in contract price. If repair/replacement or re-performance 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 Government-wide 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. 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 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 of 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, contract 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) The due date for making invoice payments by the designated payment office is the later of the following two events:
 - (i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date

shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(ii) The 10th day after Government acceptance of supplies delivered or services performed by the Contractor.]

(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 contract 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, Unauthorized Obligations[, and Commercial Supplier Agreements - Unenforceable Clauses] paragraphs of this clause,
 - (3) The clause at 52.212-5,
 - [(4)] Solicitation provisions if this is a solicitation.
 - [(5)] Other paragraphs of this clause.
 - [(6)] Addenda to this solicitation or contract, including any license agreements for computer software.]
 - (7) The Standard Form 1449.
 - (8) Other documents, exhibits, and attachments.
 - (9) The specification.
- (t) System for Award Management (SAM).
 - (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
 - (2)
 - (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR [Subpart 42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database;

(B) comply with the requirements of [Subpart 42.12](#); and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

- (ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see [Subpart 32.8](#), Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(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 [commercial supplier agreement (as defined in 502.101)] End User License Agreement (EULi), Terms of Service (TOS), or similar legal instrument or agreement, that includes any [language, provision, or] 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 [language, provision, or] 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 [commercial supplier agreement. If the commercial supplier agreement] 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 [language, provision, or] clause is deemed to be stricken from the [commercial supplier agreement] 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.

(w) Commercial supplier agreements - unenforceable clauses

When any supply or service acquired under this contract is subject to a commercial supplier agreement (as defined in 502.101), the following language shall be deemed incorporated

into the commercial supplier agreement. As used herein, "this agreement" means the commercial supplier agreement:

- (1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the U.S. Government, the following shall apply:
 - (i) Applicability. This agreement is a part of a contract between the commercial supplier and the U.S. Government for the acquisition of the supply or service that necessitates a license (including all contracts, task orders, and delivery orders under FAR Part 12).
 - (ii) End user. This agreement shall bind the ordering activity as end user but shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.
 - (iii) Law and disputes. This agreement is governed by Federal law.
 - (A) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.
 - (B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.
 - (C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.
 - (iv) *Continued performance.* If the supplier or licensor believes the ordering activity to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in subparagraph (d) (Disputes).
 - (v) *Arbitration; equitable or injunctive relief.* In the event of a claim or dispute arising under or relating to this agreement, (A) binding arbitration shall not be used unless specifically authorized by agency guidance, and (B) equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the U.S. Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).
 - (vi) Additional terms.
 - (A) This commercial supplier agreement may unilaterally incorporate additional terms by reference. Terms may be included by reference using electronic means (e.g., via web links, click and accept, etc.). Such terms shall be enforceable only to the extent that:
 - (1) When included by reference using electronic means, the terms are readily available at referenced locations; and
 - (2) Terms do not materially change government obligations; and
 - (3) Terms do not increase government prices; and
 - (4) Terms do not decrease overall level of service; and
 - (5) Terms do not limit any other Government rights addressed elsewhere in this contract.
 - (B) The order of precedence clause of this contract notwithstanding, any software license terms unilaterally revised subsequent to award that is inconsistent with any material term or provision of this contract is not enforceable against the government.

- (vii) No automatic renewals. If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express Government approval.
 - (viii) *Indemnification.* Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.
 - (ix) *Audits.* Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows:
 - (A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order.
 - (B) This charge, if disputed by the ordering activity, will be resolved through the Disputes clause at 522.212-4(d); no payment obligation shall arise on the part of the ordering activity until the conclusion of the dispute process.
 - (C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the Government.
 - (x) *Taxes or surcharges.* Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.
 - (xi) *Non-assignment.* This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under subparagraph (b) of this clause at 552.212-4.
 - (xii) *Confidential information.* If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the Federal Supply Schedule price list (if applicable) shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.
- (2) If any language, provision, or clause of this agreement conflicts or is inconsistent with the preceding paragraph (w) (1), the language, provisions, or clause of paragraph (w) (1) shall prevail to the extent of such inconsistency.]

(End of clause)

GSAR 552.232-39
Unenforceability of Unauthorized Obligations

[GSAR 552.232-39 Unenforceability of Unauthorized Obligations. {FAR Deviation}{July 2015}]

As directed in AL-2015-03, insert the following clause in lieu of FAR clause 52.232-39:
552.232-39 Unenforceability of Unauthorized Obligations. (FAR Deviation)(July 2015)

- (a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any [commercial supplier agreement (as defined in 502.101)] End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any [language, provision, or] 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:
 - (1) Any such [language, provision, or] clause is unenforceable against the Government.
 - (2) 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 [commercial supplier agreement] 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.
 - (3) Any such [language, provision, or] clause is deemed to be stricken from the [commercial supplier agreement] EULA, TOS, or similar legal instrument or agreement.
- (b) Paragraph (a) 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.

End of Clause

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