



**Human Capital and Training Solutions 8(a)
(HCaTS 8(a))
Pool 1 and Pool 2**

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PART I: THE SCHEDULE

SECTION A: SOLICITATION/CONTRACT FORM

A.1 NOTICES TO OFFERORS

This is the final solicitation to on-ramp contractors for HCaTS 8(a) Pool 1 and Pool 2. The Offerors shall follow the instructions set forth in Section L of this solicitation to be considered for award.

A.2 HCATS 8(A) SET-ASIDE ON-RAMPING

This Solicitation is an 8(a) Competitive Small Business Set-Aside On-Ramping to create HCaTS 8(a) Pool 1 and Pool 2 in accordance with FAR 19.502-2, FAR 19.804-2, and FAR 19.804-3, with the ability to do 8(a) sole source and 8(a) Competitive Set-Aside task orders.

All awards are subject to confirmation of eligibility to receive a competitive 8(a) award by the SBA. If the SBA determines an apparently successful Offeror to be ineligible, no award will be made to that Offeror. This 8(a) set-aside On-Ramping is intended to set aside requirements for competitive awards under the 8(a) program, with task orders issued on either a sole source or competitive basis as determined by task order issuing agencies. HCaTS 8(a) will be comprised of 2 separate Government-wide Multiple Award Indefinite Delivery, Indefinite Quantity (MA-IDIQ) task order contract Pools that span eight (8) North American Industry Classification System (NAICS) Codes.

(END OF SECTION A)

SECTION B: SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 BACKGROUND

B.1.1 OFFICE OF PERSONNEL MANAGEMENT (OPM)

OPM provides human resources, leadership, and support to Federal agencies and the Federal workforce as they serve the American people. OPM has four primary areas of focus: policy and oversight, healthcare and insurance, retirement services, and services for agencies.

The Government Performance and Results (GPR) Modernization Act of 2010 (GPRAMA), in part, mandates that the Office of Management and Budget (OMB) collaborate with agencies to develop a Federal Government Performance Plan for each agency. As part of this mandate, agencies are required to integrate human capital strategies into their agency strategic plans in order to assure full alignment of talent with agency mission and strategy. GPRAMA requires that an agency's performance plan include a description of how performance goals are to be achieved, including operation processes, training, skills and technology, and the human, capital, information, and other resources and strategies required to meet those performance goals.

OPM's Human Resources Solutions (HRS) enterprise is a reimbursable entity for which OPM receives no funding from Congress. HRS provides human resources products and services that assist the Federal government in implementing their performance goals. These products and services thus function to develop leaders, attract and build a high quality public sector workforce, and transform agencies into high performing organizations.

B.1.2 GENERAL SERVICES ADMINISTRATION (GSA)

GSA was established in 1949 by President Harry Truman as the Federal agency tasked with administering supplies and providing workplaces for Federal employees. Today, GSA makes Federal agencies more effective at what they do by providing expertise, management and smart acquisition solutions.

GSA's acquisition solutions supply federal purchasers with cost-effective high-quality products and services from commercial vendors. Federal Acquisition Service (FAS) operates as America's buyer, leveraging the buying power and acquisition expertise of the Federal government to deliver new and existing services and high-quality products to taxpayers and Federal customers. Since its establishment, FAS has demonstrated unrivaled capability to deliver these across Federal government at the best value possible.

In 2014, GSA embarked on a three-year vision to make FAS into the Government Acquisition Marketplace, transforming the organization into a transparent, solution-neutral home for acquisition and subject matter expertise. According to the former FAS Commissioner, Thomas Sharpe, Jr, the goal is "to provide agencies across government with the tools and knowledge they need to make the right buying decisions, reduce the proliferation of duplicative contract vehicles, and deliver the best value possible to our customers and the American people."

To meet this goal, GSA reorganized FAS around the concept of category management, an acquisition strategy used by the most successful Fortune 500 companies. Category management looks at product and service categories and customizes purchase channels to better meet customer needs, leading to smarter purchasing decisions, better purchasing options, and saved dollars. Through their partnership, GSA and OPM can align the Human Capital and Training Solutions 8(a) (HCaTS 8(a)) with these strategic goals.

B.1.3 MEMORANDUM OF UNDERSTANDING (MOU)

On April 28th, 2014, GSA and OPM signed a Memorandum of Understanding (MOU) forming a partnership to address the need of providing the Federal government with human resource training and development and human capital management services more efficiently and effectively using Industry best practices.

Under this agreement, GSA's acquisition capabilities, tools and strategic sourcing experience are merged with OPM's expertise in human resources, human capital, and training and development to form a more powerful Government solution. This partnership acknowledges the changing Federal landscape. It recognizes GSA's and OPM's strategic goals, the current budgetary realities across Federal government and the need to better support the mission of the Federal agencies that GSA and OPM serve.

The scope of services under HCaTS 8(a) is defined in Section C.

B.1.4 AUTHORITY

The Administrator of GSA is specifically authorized to purchase supplies and nonpersonal services on behalf of other agencies under 40 U.S.C. 501. The Director of OPM is specifically authorized to perform training and personnel management services on behalf of other agencies under 5 U.S.C. 1304.

The authority for the award and administration of the HCaTS contracts and the delegation of authority for the award and administration of task orders under the HCaTS contracts are defined in Section G. Hereafter, the HCaTS 8(a) Contracting Officer will be referred to as the HCaTS 8(a) CO and the Ordering Contracting Officer at the task order level will be referred to as the OCO.

B.1.5 ECONOMY ACT

In accordance with FAR Paragraph 17.502-2(b), the Economy Act does not apply to task orders awarded under the HCaTS 8(a) contracts under the authorities of 5 U.S.C. 1304 and 40 U.S.C. 501.

B.1.6 CONTRACT TYPE

HCaTS 8(a) allows for all contract types at the task order level (e.g., Fixed-Price, Cost-Reimbursement, Time-and-Materials, and Labor-Hour). Task orders may also combine more than one contract type and include incentives, performance based measures, multi-year or option periods, and commercial or non-commercial items.

B.1.7 MINIMUM GUARANTEE AND MAXIMUM CEILING

The minimum dollar guarantee is \$2,500.00 for each Contractor that does not obtain a task order award under their HCaTS 8(a) contract. The minimum dollar guarantee applies to the contract as a whole and not each ordering period, if exercised.

The minimum dollar amount for an individual task order must exceed the micro-purchase threshold as defined in FAR Section 2.101, as amended. The maximum dollar amount for HCaTS 8(a), including all options, if exercised, is \$3.45 billion for Pool 1 and \$2.3 billion for Pool 2.

B.1.8 CONTRACT ACCESS FEE (CAF)

GSA and OPM operating costs associated with the management and administration of HCaTS 8(a) are recovered through a Contract Access Fee (CAF). The CAF is a percentage of the total task order amount invoiced and the CAF percentage is set at the discretion of the HCaTS PMO. The HCaTS PMO maintains the unilateral right to change the percentage at any time. See Section G.3.1 for more details regarding the CAF.

B.2 TASK ORDER PRICING

HCaTS 8(a) provides all Federal agencies the flexibility to determine fair and reasonable pricing tailored to the ordering agency's requirement dependent upon level of competition, risk(s), uncertainty(ies), complexity, urgency and contract type(s). The OCO has the authority and responsibility to determine price, and if applicable, cost reasonableness for his agency's task order

requirements. Adequate price competition at the task order level, in response to an individual requirement, establishes the most accurate, fair, and reasonable pricing for that requirement.

The OCO shall identify the applicable contract type for all Contract Line Items (CLINs) in each task order.

The Contractor shall propose and the OCO award all labor rates when performance is conducted at the Contractor’s facility(ies) at the Contractor Site Rate(s), if applicable. The Contractor shall propose and the OCO award all labor rates at the Government Site Rate(s) when performance is conducted at the Government’s facility(ies) or a site not owned or leased by the Contractor, if applicable.

B.2.1 LABOR CATEGORIES AND STANDARD OCCUPATIONAL CLASSIFICATIONS

HCaTS 8(a) provides standardized labor categories that correspond to the Office of Management and Budget’s (OMB) Standard Occupational Classification (SOC) system for which the Bureau of Labor Statistics (BLS) maintains compensation data.

In accordance with Attachment J.1 (Standardized Labor Categories), all of the HCaTS 8(a) labor categories are either an individual labor category that is mapped to a single SOC and functional description or a labor category group that is mapped to multiple SOC Numbers and functional descriptions. The HCaTS labor category groups were established based upon BLS published data regarding similar direct labor compensation within a grouping of multiple SOC numbers and functional descriptions.

Except for ancillary labor as defined under Section B.3, when responding to task order solicitations, regardless of contract type, the Contractor shall identify both Prime and Subcontractor labor using the HCaTS labor categories. The Contractor may deviate from the Junior, Journeyman, Senior, and Subject Matter Expert (SME) definitions in Attachment J.1 (Standardized Labor Categories), as long as the Contractor clearly identifies the deviation in its proposals. Additionally, the following qualification substitution chart applies:

Degree	Experience Substitution	Experience and Degree Substitution
Bachelor’s Degree	Six years of relevant work experience may be substituted for a Bachelor’s Degree	Associate’s Degree plus four years of relevant work experience may be substituted for a Bachelor’s Degree
Master’s Degree	12 years of relevant work experience may be substituted for a Master’s Degree	Bachelor’s Degree plus eight years of relevant work experience may be substituted for a Master’s Degree
Doctorate Degree	20 years of relevant work experience may be substituted for a Doctorate Degree	Bachelor’s Degree plus 16 years or a Master’s Degree plus 12 years of relevant work experience may be substituted for a Doctorate Degree

B.2.2 FIXED-PRICE TASK ORDERS

Fixed-Price contracts are defined under FAR Subpart 16.2 and other applicable agency-specific regulatory supplements.

B.2.3 COST REIMBURSEMENT TASK ORDERS

Cost reimbursement contracts are defined under FAR Subpart 16.3 and other applicable agency-specific regulatory supplements. FAR Parts 30 and 31 may apply to cost-reimbursement task orders.

To be considered for cost reimbursement task order awards, the Contractor shall have and maintain an adequate accounting system that will permit timely development of all necessary cost data in the form required by the proposed contract type.

B.2.4 INCENTIVE TASK ORDERS

Incentives are defined under FAR Subpart 16.4 and other applicable agency-specific regulatory supplements.

B.2.5 TIME-AND-MATERIALS (T&M) AND LABOR-HOUR (L-H) TASK ORDERS

T&M and L-H contracts are defined under FAR Sections 16.601 and 16.602, respectively, and other applicable agency-specific regulatory supplements.

The Contractor may provide separate and/or blended loaded hourly labor rates for Prime Contractor labor, each Subcontractor, and/or each Division, Subsidiary, or Affiliate in accordance with the provisions set forth in FAR 52.216-29, 52.216-30 and/or 52.216-31. The OCO shall identify which provision(s) is applicable in the task order solicitation and the Contractor shall comply with the provision(s).

T&M and L-H task orders require the HCaTS 8(a) standardized labor categories and their associated rates to be identified in the task order award document.

Ancillary labor categories shall be paid in accordance with FAR 52.212-4 (Alternate I) (for commercial task order CLIN) and/or FAR 52.232-7 (for non-commercial task order CLIN).

B.2.5.1 CEILING RATES FOR TIME-AND-MATERIALS (T&M) AND LABOR-HOUR (L-H)

When preparing solicitations for T&M and/or L-H task order CLINs, the OCO must select from the following provisions in the task order solicitation.

1. *FAR 52.216-29 Time-and-Materials/Labor-Hour Proposal Requirements—Non-Commercial Item Acquisition With Adequate Price Competition (Feb 2007)*
2. *FAR 52.216-30 Time-and-Materials/Labor-Hour Proposal Requirements—Non-Commercial Item Acquisition Without Adequate Price Competition (Feb 2007)*

3. *FAR 52.216-31 Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition (Feb 2007)*

For organizations within the Department of Defense (DoD), when selecting FAR 52.216-29 the OCO shall also select DFAR 252.216-7002, Alternate A.

When FAR 52.216-30 is selected or FAR 52.216-31 is selected and there is an exception to fair opportunity, HCaTS 8(a) establishes maximum allowable labor rates in the form of fully burdened ceiling rates for all professional, non-ancillary, CONUS, T&M/L-H labor for both Government and Contractor Sites. Based on the specific task order requirements, the OCO is authorized to exceed the HCaTS 8(a) fully burdened ceiling rates for those labor categories that include Secret/Top Secret/SCI labor and/or OCONUS locations, if necessary.

The fully burdened ceiling rates do not apply when FAR 52.216-29 is selected, or FAR 52.216-29 with DFAR 252.216-7002, Alternate A is selected, or FAR 52.216-31 is selected and there is not an exception to fair opportunity.

The fully burdened ceiling rates awarded at initial contract award shall serve as the basis for all future year pricing for those fully burdened ceiling rates. In order to determine future year fully burdened ceiling rate pricing, the originally awarded rates will have an escalation factor applied. This escalation factor will be the average annual BLS ECI for the previous three years. In Year 5 of HCaTS 8(a), if the average annual ECI for the previous three years is higher than at time of HCaTS 8(a) award, the fully burdened ceiling rates for Years 6 through 16 will be adjusted by the difference of percentage increase. For example, if the BLS ECI index was 2.23% at time of proposal submission and the BLS ECI index is 3.16% in Year 5 of HCaTS, the fully burdened ceiling rates for Years 6 through 16 will be adjusted by 0.93% per year on a cumulative basis. If the BLS ECI index in Year 5 of HCaTS 8(a) is equal to or below the BLS ECI index at time of award, the fully burdened ceiling rates will remain unchanged. In Year 10 of HCaTS 8(a), if the previous three year average annual BLS ECI index for the previous three years is higher than Year 5 of HCaTS 8(a), the fully burdened ceiling rates for Years 11 through 16 will be adjusted by the difference of percentage increase in accordance with the example above. If the average index in Year 10 is equal to or below the average index in Year 5, the fully burdened ceiling rates will remain unchanged.

The HCaTS 8(a) fully burdened ceiling rates that are in effect at the time a task order is awarded shall remain with the task order award during the entire term of the task order, including task orders with option periods. See Section F.4 for HCaTS 8(a) contracts and task orders awarded under HCaTS 8(a) contracts.

B.3 ANCILLARY SUPPORT SERVICES AND OTHER DIRECT COSTS

Other ancillary support services, integral and necessary as part of a total integrated solution within the scope of HCaTS 8(a) for which there is not a labor category specified in HCaTS 8(a), necessary to obtain a total, customized, and integrated solution, are allowable costs and may be included within an individual task order under an HCaTS 8(a) contract. Ancillary support services may include, but

are not limited to, other professional and/or non-professional services; commercial and/or non-commercial items; IT services and/or components, administrative support; data entry; and, subject matter expertise. Other direct costs (ODCs) may include expenses such as travel, materials, equipment and/or Subcontractors. The Contractor shall propose and identify each ancillary support service or ODCs separately and the OCO shall identify each ancillary support service or ODCs by a separate CLIN on the task order award.

The Contractor shall report in the Contract Payment Reporting Module (CPRM) all ancillary labor in accordance with Section G.3.2.

B.3.1 SPECIALIZED PROFESSIONAL SERVICES LABOR

Specialized professional services labor is defined as bona fide executive, administrative, or professional skills for which the expertise required or duties performed are within the scope of HCaTS 8(a), but are so specialized that they are not explicitly defined in any labor category description in Attachment J.1 (Standardized Labor Categories). The Contractor may propose specialized professional services labor when proposing ancillary support; however, the OCO will determine whether circumstances merit the use of specialized professional skills. Whenever possible, this specialized professional labor should be mapped to the BLS SOC.

If the use of specialized professional services labor becomes frequent, additional labor categories and their associated fully burdened ceiling rates may be added by bilateral modification to an HCaTS 8(a) contract.

B.3.2 LABOR SUBJECT TO THE SERVICE CONTRACT ACT (SCA)

HCaTS 8(a) labor categories, identified in Attachment J.1 (Standardized Labor Categories), are considered bona fide executive, administrative, and professional labor that are exempt from the Service Contract Act (SCA).

To the extent that any ancillary labor for services are within the scope of HCaTS 8(a) and subject to the SCA in accordance with FAR Subpart 22.10 and other applicable agency-specific regulatory supplements, the OCO shall identify such work in the task order solicitation and make a determination as to whether SCA wage determinations are to be applied or not. The OCO shall incorporate the appropriate provisions and clauses in each task order solicitation and subsequent award when the SCA applies.

B.3.3 LABOR OUTSIDE THE CONTINENTAL UNITED STATES (OCONUS)

Outside the Continental United States (OCONUS) is defined as other than the 48 contiguous states plus the District of Columbia. It is anticipated that there may be task orders for work OCONUS. The U.S. Department of State's Bureau of Administration, Office of Allowances, publishes quarterly report indexes of living costs abroad, per-diem rate maximums, quarter's allowances, hardship differentials, and danger pay allowances.

The Department of State Standardized Regulations (DSSR) is the controlling regulations for allowances and benefits available to all U.S. Government civilians assigned to foreign areas. For

task orders issued under HCaTS 8(a) contracts, Contractor personnel assigned to foreign areas shall not receive allowances and benefits in excess of those identified in the DSSR.

For OCONUS task orders where costs are not specifically addressed in the DSSR, the Government will reimburse the Contractor for all reasonable, allowable, and allocable costs in accordance with FAR Part 31 and other applicable agency-specific regulatory supplements.

B.3.4 TRAVEL

Travel costs may be firm-fixed price or reimbursed at actual cost in accordance with the limitations set forth in FAR Subsection 31.205-46 and other applicable agency-specific regulatory supplements. Unless otherwise directed by task order terms and conditions, the Contractor may apply indirect costs to travel consistent with the Contractor's standard accounting practices.

B.3.5 MATERIALS AND EQUIPMENT

Material and equipment, as defined in FAR Part 45.101, shall be priced in accordance with the terms of the task order solicitation, contract type, and applicable FAR and agency-specific regulatory supplements. Unless otherwise directed by task order terms and conditions, the Contractor may apply indirect costs to material and equipment consistent with the Contractor's standard accounting practices.

B.3.6 SUBCONTRACTING

For non-commercial items, subcontracting shall follow the procedures set forth in FAR Part 44 and other applicable agency-specific regulatory supplements. For commercial items, subcontracting shall follow the procedures set forth in FAR Part 12 and FAR Subpart 44.4, and other applicable agency-specific regulatory supplements.

(END OF SECTION B)

SECTION C: DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 SCOPE

The Office of Personnel Management (OPM) and the General Services Administration (GSA) formed a new partnership to jointly award and administer a new strategically sourced contract vehicle providing customized training and development services, customized human capital strategy services, and customized organizational performance improvement services to all Federal agencies. The goals of this partnership are grounded in law, in OPM's mission, and in Government-wide principles of human capital management. OPM will continue to offer high quality products while taking advantage of GSA's ability to provide government-wide cost savings and efficiencies through its federal strategic sourcing expertise.

Through this partnership, GSA will be principally responsible for contract administration, while OPM will be responsible for policy oversight and customer assistance. Together, through delegated procurement authority, both Federal agencies provide optional assisted acquisition services for HCaTS 8(a) customers.

HCaTS 8(a) through delegated procurement authority and OPM assisted acquisition services, will provide Federal agencies with both direct access and assisted acquisition access to customized training and development services, customized human capital strategy services, and customized organizational performance improvement services

HCaTS 8(a) will also address:

1. the goals of strategic sourcing, which include reducing contract duplication and administrative costs, improving the quality of solutions while managing demand, increasing transparency, and ensuring the Government obtains the best value at the best overall price, and
2. the requirements of 5 CFR 250, which provides authority for personnel actions in Subpart A and authority for strategic human capital management in Subpart B.

In accordance with the requirements prescribed in 5 CFR 250, HCaTS 8(a) is also designed to assist Federal agencies in carrying out their roles in managing human capital according to the following principles:

1. A Federal agency's human capital management strategies, plans, and practices should:
 - a. Integrate strategic plans, annual performance plans and goals, and other relevant budget, finance, and acquisition plans, and
 - b. Contain measurable and observable performance targets, and
 - c. Communicate in an open and transparent manner to facilitate cross-agency collaboration to achieve mission objectives.
2. A Federal agency's talent management system should enable a Federal agency to:
 - a. Plan for and manage current and future workforce needs, and
 - b. Design, develop, and implement proven strategies and techniques and practices to attract, hire, develop, and retain talent, and
 - c. Make meaningful progress toward closing knowledge, skill, and competency gaps in all occupations within the Federal agency.
3. A Federal agency's approach to performance management should include:
 - a. Strategies and processes to foster a culture of engagement and collaboration, and
 - b. A diverse, results-oriented, high-performing workforce, and
 - c. A performance management system that differentiates levels of performance of staff, provides regular feedback, and links individual performance to organizational goals.
4. A Federal agency's use of evaluation should contribute to agency performance by monitoring and evaluating outcomes of its human capital management strategies, policies, programs, and activities, checking both for merit system compliance and for success in identifying, implementing, and monitoring process improvements.

These four principles are consistent with the information prescribed within 5 CFR 250 and in OPM's current Human Capital Assessment and Accountability Framework (HCAAF), as referenced in 5 CFR 250. The HCAAF is a living approach to human capital management that is expected to evolve over time as a guide for defining scope at the task order level.

HCaTS 8(a) seeks to acquire multiple qualified Contractors to provide customized training and development services, customized human capital strategy services, and customized organizational performance improvement services to meet the Federal government's workforce needs while conforming to the above stated principles, Federal agency-specific and OPM policies, procedures, rules, regulations, and other governing doctrines. At the same time, Federal agencies will continue looking for ways to achieve their goals in as cost-efficient a manner as possible. HCaTS 8(a) has been designed to meet such challenges.

C.1.1 KEY SERVICE AREAS (KSA)

OPM's experience is that customers have requirements that require solutions drawing from many different disciplines of study and areas of expertise. As a result, HCaTS 8(a) consists of three KSAs: 1) Customized Training and Development Services, 2) Customized Human Capital Strategy Services and 3) Customized Organizational Performance Improvement. Through the development and deployment of customized solutions defined in the KSAs below, HCaTS 8(a) will be able to assist Federal agencies in accomplishing the following six objectives:

1. Improving the management of human capital in accordance with the HCAAF and OPM governing doctrines and accomplishing their assigned critical missions, and
2. Increasing the effectiveness and efficiency of critical business processes, and
3. Providing optimal professional development opportunities to the Federal workforce, and
4. Undertaking effective change management initiatives, and
5. Developing effective metrics to assess progress in carrying out human capital strategies, and
6. Maximizing the return on investment in training and development, human capital, and organizational performance improvements.

These three KSAs will enable HCaTS 8(a) to provide Federal agencies with a full range of customized solutions for training and development, human capital strategy, and organizational performance improvement requirements across the Federal government.

C.2 AUTHORITIES

The following list of authorities may be applicable at the task order level:

- *Chief Human Capital Officers Act of 2002*
- *Executive Order 13111, Using Technology to Improve Training Opportunities for Federal Government Employees*
- *Section 508 of the Rehabilitation Act*
- *Department of Defense Shareable Courseware Object Reference Model (SCORM)*

- 5 CFR 250
- Government Performance and Results (GPR) Modernization Act of 2010 (GPRAMA)
- Office of Management and Budget (OMB) Memorandum M-10-27
- Office of Management and Budget (OMB) Circular A-11, Section 220

C.3 SUMMARY OF REQUIREMENTS

The objective of HCaTS 8(a) is to provide Federal agencies with a total integrated and customized solution for training and development services, human capital strategy services, and organizational performance improvement services at all levels (e.g., enterprise, unit, individual). Ultimately, solutions at the task order level should align with the principles of sound human capital management. Federal agencies have the flexibility to award task orders that encompass any and all KSAs for any portion of their workforce at any organizational level. The KSAs identify general lifecycles and specific disciplines, however, these are not meant to be all inclusive and OCOs have the authority to define requirements and award task orders that meet their specific needs so long as the preponderance of the scope falls under the definition of one or more KSA(s).

C.3.1 KEY SERVICE AREAS (KSA)

C.3.1.1 KSA 1 (CUSTOMIZED TRAINING AND DEVELOPMENT SERVICES)

This KSA covers many types of customized training and development requirements and their respective lifecycles, which can be performed at any level (e.g., enterprise, unit, individual). The level of customization may vary dependent upon an ordering activity's requirements. While training and development requirements that are not customized are generally, by definition, considered to be outside the scope of this KSA, the HCaTS 8(a) CO reserves the right to permit consideration of limited customization efforts dependent upon the total solution required to meet a Federal agency's needs. An OCO is highly encouraged to request guidance on scope from the HCaTS PMO prior to task order solicitation/award to ensure a contemplated requirement is sufficient in its degree of customization to meet the requirements set forth herein and/or is appropriate for competition under HCaTS 8(a).

NOTE: Whether rendered during pre-award or during an HCaTS PMO audit after award of a task order, the HCaTS 8(a) CO's within scope determination is final. All requirements that are determined to be outside the scope of the HCaTS 8(a) Contract shall not be included in a resultant task order. If the scope determination states that this KSA is not present, then the OCO shall not include it in the resulting task order or the Contractor in its reporting in CPRM. If the task order was already awarded, the OCO shall take all necessary corrective actions to comply with the HCaTS 8(a) CO's determination.

The scope of KSA 1 falls into two domains:

1. Customized Training Services: Includes, but is not limited to, training that is developed and/or delivered to any Federal employee to enhance knowledge, skills and abilities related to a specific title, series and/or function on any subject matter, or general knowledge, skills and abilities. Customized training services may also include, as part of training

management support, such support services as course or instructional program administration. Customized training services may also include training that is developed and/or delivered to a Federal agency’s constituency(ies) as a means of enabling the agency to carry out its mission, and

2. Customized Employee Development Services: Includes, but is not limited to, services provided to any Federal employee to develop and/or enhance their general, mission-specific, management and/or leadership knowledge, skills and abilities. A service that is provided to any Federal employee to coach them throughout their transition(s) in the Federal government.

Training and development services can be provided at any level for any discipline and subject matter in any format and mode. As a part of an integrated and total solution, temporary services as defined by FAR Section 37.112 and information technology products and services are allowable provided they are ancillary and incidental to the in-scope work to be performed.

The below model illustrates the overall scope of KSA 1:



C.3.1.2 KSA 2 (CUSTOMIZED HUMAN CAPITAL STRATEGY SERVICES)

This KSA covers many types of customized human capital strategy services and their respective lifecycles, which can be performed at any level (e.g., enterprise, unit, individual). The level of customization may vary dependent upon an ordering activity’s requirements. While human capital strategy services that are not customized are generally, by definition, considered to be outside the scope of this KSA, the HCaTS 8(a) CO reserves the right to permit consideration of limited customization efforts dependent upon the total solution required to meet a Federal agency’s needs. An OCO is highly encouraged to request guidance on scope from the HCaTS PMO prior to task order

solicitation/award to ensure a contemplated requirement is sufficient in its degree of customization to meet the requirements set forth herein and/or is appropriate for competition under HCaTS 8(a).

NOTE: Whether rendered during pre-award, or during an HCaTS PMO audit after award of a task order, the HCaTS 8(a) CO's within scope determination is final. All requirements that are determined to be outside the scope of the HCaTS 8(a) Contract shall not be included in a resultant task order. If the scope determination states that this KSA is not present, then the OCO shall not include it in the resulting task order or the Contractor in its reporting in CPRM. If the task order was already awarded, the OCO shall take all necessary corrective actions to comply with the HCaTS 8(a) CO's determination.

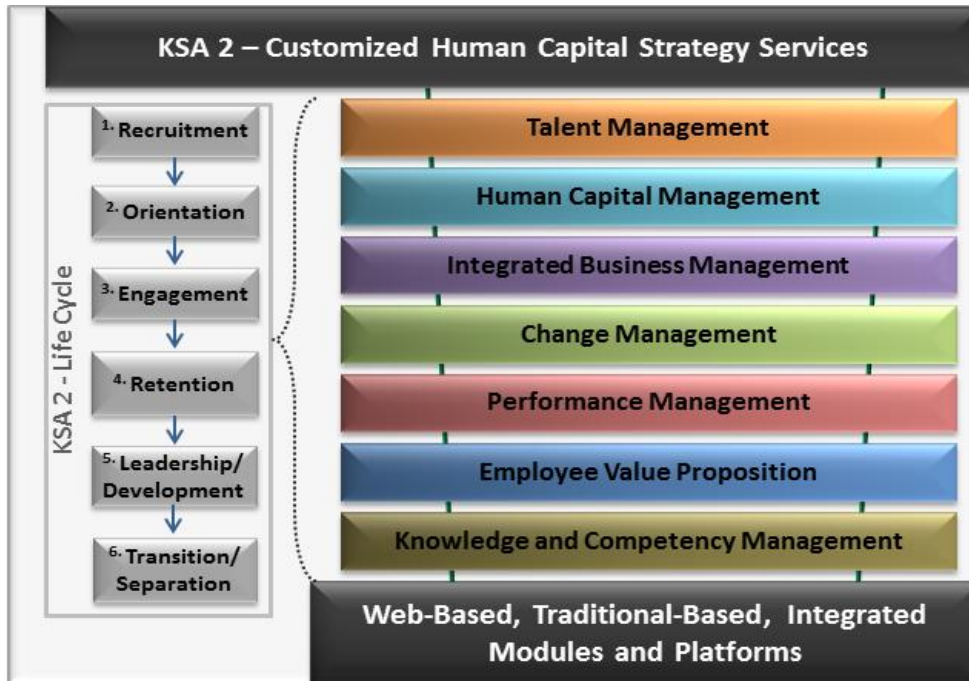
The scope of KSA 2 is inclusive of, but not limited to, a broad range of human capital and human resources services. These services may include, as a part of talent management and human capital management, the following:

- HR strategy
- Organizational and position management
- Staff acquisition
- Performance management
- Compensation management (excluding payroll)
- HR Development
- Employee relations
- Labor relations
- Separation management.

The scope of KSA 2 excludes payroll processing, benefits management, and personnel action processing, which are provided through Public and Private Shared Service Centers (SSCs).

Human capital strategy services can be provided at any level for any discipline and subject matter in any format and mode. As a part of an integrated and total solution, temporary services as defined by FAR Section 37.112 and information technology products and services are allowable provided they are ancillary and incidental to the in-scope work to be performed.

The below model illustrates the overall scope of KSA 2:



C.3.1.3 KSA 3 (CUSTOMIZED ORGANIZATION PERFORMANCE IMPROVEMENT)

This KSA covers many types of customized organizational performance improvement services and their respective lifecycles, which can be performed at any level (e.g., enterprise, unit, individual). The level of customization may vary dependent upon an ordering activity's requirements. While organizational performance improvement services that are not customized are generally, by definition, considered to be outside the scope of this KSA, the HCaTS 8(a) CO reserves the right to permit consideration of limited customization efforts dependent upon the total solution required to meet a Federal agency's needs. An OCO is highly encouraged to request guidance on scope from the HCaTS PMO prior to task order solicitation/award to ensure a contemplated requirement is sufficient in its degree of customization to meet the requirements set forth herein and/or is appropriate for competition under HCaTS 8(a).

NOTE: Whether rendered during pre-award, or during an HCaTS PMO audit after award of a task order, the HCaTS 8(a) CO's within scope determination is final. All requirements that are determined to be outside the scope of the HCaTS 8(a) Contract shall not be included in a resultant task order. If the scope determination states that this KSA is not present, then the OCO shall not include it in the resulting task order or the Contractor in its reporting in CPRM. If the task order was already awarded, the OCO shall take all necessary corrective actions to comply with the HCaTS 8(a) CO's determination.

The scope of KSA 3 is inclusive of, but not limited to, improved performance requiring changes in how people are organized around business processes, changes to the processes themselves and the tools created to support those processes, as well as changes in management practices.

Customized Organizational Performance Improvement services can be provided at any level for any discipline and subject matter in any format and mode. As a part of an integrated and total solution, temporary services as defined by FAR Section 37.112 and information technology products and services are allowable provided they are ancillary and incidental to the in-scope work to be performed.

The below model illustrates the overall scope of KSA 3:



C.3.2 ANCILLARY SUPPORT SERVICES AND OTHER DIRECT COSTS

Ancillary support services and other direct costs are for task orders that complete work or a project that is solely associated with the services procured under HCaTS 8(a). These services are integral and necessary to complete a total, customized, integrated solution under a training and development, human capital, and/or organizational performance improvement requirement within the scope of HCaTS 8(a).

Ancillary support services may include, but are not limited to, other professional and/or non-professional services; commercial and/or non-commercial items; IT services and/or components, administrative support; data entry; and, subject matter expertise. Other direct costs may include expenses such as travel, materials, equipment and/or Subcontractors. See also Section B.3.

The OCO may allow and the Contractor may propose a labor category or labor categories at the task order level not identified in Attachment J.1 (Standardized Labor Categories), provided that the Contractor complies with all applicable contract clauses and labor laws, including the Service Contract Act, if applicable. See Section B.3 and B.3.1.

C.3.3 INFORMATION TECHNOLOGY (IT) AND NON-INFORMATION TECHNOLOGY PRODUCTS AND SERVICES

Information Technology (IT), by legal definition, means any equipment, or interconnected system(s) or subsystem(s) of equipment that is used for the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by a Federal agency. For purposes of this definition, equipment is used by a Federal agency if the equipment is used by the Federal agency directly or is used by a Contractor under a task order with the Federal agency that require its use; or to a significant extent, its use in the performance of a service or the furnishing of a product.

IT is considered an ancillary support service or product on task orders and may be performed and/or provided only when the service or product is integral and necessary to complete a total integrated solution under a professional service based requirement within the scope of HCaTS 8(a).

When providing ancillary IT services and/or products, the Contractor shall promote IT initiatives and best practices that support Federal Government operational requirements for standardized technology and application service components. This shall facilitate integration requirements for broad Federal IT and E-Gov initiatives, as well as promote the sharing, consolidation, and re-use of business processes and systems across the Federal Government. The Contractor shall promote the use of open source solutions and open technology development where practicable to enable this re-use.

Non-IT includes any service or equipment that is acquired by a Contractor incidental to a task order or contains imbedded IT that is used as an integral part of the service or product, but the principal function of which is not the acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information.

Non-IT also includes any equipment or services related to any human capital/human resource systems. This means any information systems operated by the Federal Government, the function, operation or use of which involves direct relation to the area of human capital or human resources. For example, a requirement to recommend strategic uses or enhancements to an existing IT system which tracks Government personnel engagement would be considered Non-IT. In this example, a Federal agency awards a task order for a Contractor to provide it with a recommendation on what to do with an existing IT system used by Government personnel to track Government personnel engagement. The task order implementing this requirement may permit the Contractor to analyze and/or test the existing IT system and any systems it interfaces with. While this work may entail primary usage of IT labor categories, it is considered Non-IT for the purposes of HCaTS 8(a) as the end result is a recommendation and not the actual modifying of an existing or building a new IT system.

C.3.4 TEMPORARY SUPPORT SERVICES

Federal agencies may award task orders which include the brief or intermittent use of temporary labor provided that such use is ancillary and incidental to the work to be performed. Services furnished by temporary help firms shall not be regarded or treated as personal services. These services shall not be used in lieu of regular recruitment under civil service laws or to displace a Federal employee. Acquisition of these services shall comply with the authority, criteria, and conditions of 5 CFR Part 300, Subpart E, Use of Private Sector Temporaries, and Federal agency procedures.

As prescribed in Section B.3.2., if the temporary services fall under the Service Contract Act, OCOs shall include the appropriate clauses as prescribed in FAR Subpart 22.10.

C.3.5 SERVICES NOT IN SCOPE

At no time shall an OCO award a task order and a Contractor perform inherently governmental functions in accordance with FAR Subpart 7.5 and Office of Federal Procurement Policy (OFPP) Policy Letter 11-01.

Unless authorized by statute, at no time shall an OCO award a task order and a Contractor perform personal services in accordance with FAR Section 37.104. At no time shall an OCO award a task order and a Contractor perform architect & engineering (A&E) services as defined in FAR Section 2.101 and subject to the Brooks Architect-Engineers Act (40 U.S.C. 1102).

At no time shall an OCO award a task order and a Contractor perform a requirement that primarily uses employees not employed in a bona fide executive, administrative, or professional capacity as defined in 29 CFR Part 541 and/or employees primarily employed as labor or mechanics as defined in FAR Section 22.401.

At no time shall a task order include as its primary purpose ancillary services as defined in Section C.3.2. At no time shall a task order include as its primary purpose the development of information technology as defined by FAR Section 2.101 and Section C.3.3. At no time shall a task order include as its primary purpose temporary services as defined by FAR Section 37.112 and Section C.3.4.

At no time shall an OCO award a task order and a Contractor provide a learning management system(s).

(END OF SECTION C)

SECTION D: PACKAGING AND MARKING

D.1 PACKAGING AND MARKING

Packaging and marking of all deliverables shall conform to normal commercial packaging standards to assure safe delivery at destination. Terms, conditions, and other requirements regarding packaging and marking shall be designated by the OCO at the task order level.

(END OF SECTION D)

SECTION E: INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE

Inspection and Acceptance of deliverables under HCaTS 8(a) contract and task orders are subject to the following clauses as applicable and additional requirements may be designated at the task order level.

FAR	TITLE	DATE
52.212-4(a)	Contract Terms and Conditions—Commercial Items	MAY 2015
52.212-4(a) Alternate I	Contract Terms and Conditions—Commercial Items	MAY 2014
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-4	Inspection of Services—Fixed-Price	AUG 1996
52.246-5	Inspection of Services—Cost-Reimbursement	APR 1984
52.246-6	Inspection—Time-and-Material and Labor-Hour	MAY 2001

(END OF SECTION E)

SECTION F: DELIVERIES OR PERFORMANCE

F.1 DELIVERABLES

The Contractor shall deliver deliverables for its HCaTS 8(a) contract and all task orders placed under HCaTS 8(a) contracts in accordance with:

FAR	TITLE	DATE
52.247-34	F.O.B Destination	NOV 1991

Terms, conditions and other requirements regarding delivery of deliverables shall be designated by the Ordering Contracting Officer (OCO) at the task order level.

F.2 PERFORMANCE

The HCaTS 8(a) contract and task orders may have Stop-Work Order placed on them or be terminated in accordance with the following clauses (as applicable).

FAR	TITLE	DATE
52.212-4(l)	Contract Terms and Conditions—Commercial Items	MAY 2015
52.212-4(m)	Contract Terms and Conditions—Commercial Items	MAY 2015
52.212-4(l) Alternate I	Contract Terms and Conditions—Commercial Items	MAY 2014
52.212-4(m) Alternate I	Contract Terms and Conditions—Commercial Items	MAY 2014
52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alternate I	Stop-Work Order	AUG 1984
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form)	APR 1984
52.249-2	Termination for Convenience of the Government (Fixed-	APR 2012

	Price)	
52.249-6	Termination (Cost-Reimbursement)	MAY 2004
52.249-6 Alternate IV	Termination (Cost-Reimbursement)	SEPT 1996
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984

F.3 PLACE OF PERFORMANCE

The services to be provided under HCaTS 8(a) shall be accomplished at the locations identified in the task order and may include locations in the Continental United States (CONUS) and Outside the CONUS (OCONUS).

F.4 CONTRACT ORDERING PERIOD

The ordering period of HCaTS 8(a) is as follows, in accordance with FAR 52.217-9 and 52.217-8:

- Base Year Period of Performance (POP): Notice-To-Proceed to 9 November 2021
- Five-year Option Year POP: 10 November 2021 to 9 November 2026
- Six-Month Extension POP (if exercised): 10 November 2026 to 9 May 2027

F.4.1 TASK ORDER PERIOD OF PERFORMANCE

The period of performance for each task order awarded under an HCaTS 8(a) contract shall be specified in the task order. Task orders shall be solicited and awarded prior to the expiration of the HCaTS 8(a) ordering period and may extend up to five years and six months after the HCaTS 8(a) ordering period expires.

Task order option periods may be exercised after the HCaTS 8(a) ordering period expires provided that the final task order option period does not extend the cumulative term of the task order beyond five years and six months after the HCaTS 8(a) ordering period expires.

Accordingly, the cumulative ordering period of HCaTS 8(a) may span up to 10.5 years and the cumulative period of performance of all task orders placed under HCaTS 8(a) may span up to 16 years.

F.5 PERFORMANCE STANDARDS

HCaTS 8(a) is a performance-based contract vehicle with measurable standards in terms of quality and timeliness of deliverables and compliances in accordance with Sections F.5.1 and F.5.2.

In the event the Contract Payment Reporting Module (CPRM) is not operational, the deliverable and reporting requirements shall be provided to HCaTS 8(a) CO within the stated timeframes. The HCaTS 8(a) CO has the right to examine the supporting documents for the purpose of enforcing all deliverables and compliances herein.

Failure to meet the following deliverables, reports, or compliance standards, if applicable and FAR 52.204-15 may result in activation of Dormant Status (See Section H.25).

F.5.1 DELIVERABLE AND REPORTING REQUIREMENTS

Section	Description	Frequency	Method
G.2.6	Update Key Personnel Contact Information	Within 5 calendar days of the substitution	Notify HCaTS 8(a) CO
G.3.1 & G.3.2.4	Contract Access Fee (CAF) Remittance for all task order payments during the previous quarter on a cumulative basis	Quarterly (Apr 30th, Jul 30th, Oct 30th, Jan 30th)	Electronic Funds Transfer (EFT) via CPRM website
G.3.2.1 through G.3.2.5	Report of Task Order Award, Modification, Invoice, CAF, and Close-out data on a cumulative basis	Within 30 calendar days after a Task Order Award, Modification, Invoice payment, Close-out	Electronically via CPRM website
G.3.5	ACORD Form, Certificate of Liability Insurance	Within 30 calendar days after the HCaTS 8(a) Notice-to-Proceed	Notify HCaTS 8(a) CO
G.3.6	Letter Request for Mod and all other applicable documents for Mergers, Acquisitions, Novation, and Change-of-Name Agreements	Within 45 calendar days of finalization	Notify HCaTS 8(a) CO and OCOs for affected task orders
G.3.8	VETS 4212 reporting	Annually, no later than September 30th of each year	Electronically via the Department of Labor (DOL) VETS 4212 reporting website and notify the HCaTS 8(a) CO
G.3.9	Federal Funding Accountability and Transparency Act (FFATA) Sub-Award Report	By the end of the following month after the award of any subcontract greater than \$25,000 into FSRS	Electronically via FSRS website and notify HCaTS 8(a) CO
G.3.10	Small Business Size Representation	- Within 30 days after execution of a novation agreement/merger or acquisition - Within 60 to 120 days prior to the end of the base year and exercising the option period.	Notify HCaTS 8(a) CO
G.4	Correspondence from OCO that confirms task order close-out	Within 45 calendar day after task order close-out	Update in CPRM and notify HCaTS 8(a) CO
H.8	Any change of entity or commitment identified in any Meaningful Relationship Commitment Letter (MRCL) submitted	Within 45 calendar days after the update	Notify HCaTS 8(a) CO and OCOs for affected task orders
H.9	Contractor's professional	Within 5 calendar days of the	Notify

	employee compensation plan	substitution	HCaTS 8(a) CO
H.10	Contractor’s uncompensated overtime policy	Within 5 calendar days of the substitution	Notify HCaTS 8(a) CO

F.5.2 COMPLIANCE

The following table contains compliances required, for HCaTS 8(a). Task order compliances will be specified in the task order solicitation. The HCaTS PMO does not waive its right to request other compliances in order to align HCaTS 8(a) with new statutory or regulatory requirements. The HCaTS PMO will provide the Contractor with at least 90 calendar days’ notice of these requirements.

Section	Reference	Compliance
G.2.6	Contractor Key Personnel	The Contractor shall maintain responsive and competent Contractor Key Personnel
G.3.1 & G.3.2.4	Contract Access Fee (CAF) Remittance	The Contractor shall submit timely and accurate CAF Payments
G.3.2.1 through G.3.2.5	Contract Payment Reporting Module (CPRM)	The Contractor shall submit timely and accurate data in the CPRM
G.3.5	Insurance	The Contractor shall submit timely and accurate Certificate(s) of Liability Insurance and maintain adequate insurance coverage at the HCaTS contract and task order level FAR Subsection 28.307-2
G.3.6	Mergers, Acquisitions, Novation, and Change-of-Name Agreements	The Contractor shall submit timely notice of Merger and Acquisitions or contractual copies of Novation or Change-of-Name Agreements
G.3.7	Responsibility and Federal Awardee Performance and Integrity Information System (FAPIIS)	The Contractor shall maintain accurate FAPIIS information and sufficient financial resources and meet the responsibility standards and qualifications set forth in FAR Part 9
G.3.8	VETS 4212 Reports	The Contractor shall report timely and accurate VETS 4212 Reports in the Department of Labor VETS 4212 website and send confirmation to the HCaTS 8(a) CO
G.3.9	FSRS Reports	The Contractor shall report timely and accurate subaward and executive compensation data regarding First-Tier subawards in FSRS to meet the FFATA reporting requirements and send confirmation to the HCaTS 8(a) CO
G.3.10	Post-Award Small Business Program Re-Representation	The Contractor shall report timely and accurately its small business program re-representation and updated sam.gov

G.4	HCaTS 8(a) and Task Order Close-Out	The Contractor agrees to cooperate with the OCO to close out task orders as soon as practical after expiration, cancellation, or termination.
H.6.1	Adequate Accounting System	The Contractor maintains the adequate status of its accounting system and notify HCaTS 8(a) CO for any change
H.6.2	Acceptable Estimating System	(Optional) The Contractor maintains the acceptable status of its estimating system
H.6.3	Approved Purchasing System	(Optional) The Contractor maintains the approved status of its purchasing system
H.6.4	Forward Pricing Rate Agreements (FPRA), Forward Pricing Rate Recommendations (FPRR) and/or Audited Billing Rates	(Optional) The Contractor maintains its FPRA, FPRR, and/or Audited Billing Rates
H.6.5	Earned Value Management System (EVMS)	(Optional) The Contractor maintains its EVMS ANSI/EIA Standard-748
H.6.6	ISO 9001:2008/2015 Certification	(Optional) The Contractor maintains its ISO 9001:2008/2015 Certification
H.6.7	ISO/IEC 27001:2013 Certification	(Optional) The Contractor maintains its ISO/IEC 27001:2013 Certification
H.8	Meaningful Relationship Commitment Letter (MRCL)	The Contractor shall honor the commitments contained in all MRCLs
H.9	Professional Employee Compensation Plan	The Contractor shall maintain its professional employee compensation plan and submit any updates
H.10	Uncompensated Overtime Policy	The Contractor shall maintain its uncompensated overtime policy and submit any updates
H.15	Meetings	The Contractor Key Personnel shall attend and actively participate in all meetings, including all PMR meetings
H.17	Contractor HCaTS Webpage	The Contractor shall maintain an HCaTS webpage that meets the minimum webpage requirements
H.19	Minimum Task Order Awards or Estimated Value	Starting from the date of the HCaTS 8(a) Notice-to-Proceed, the Contractor shall attain a minimum of three task order awards or a total task order estimated value of \$750,000.00 (total estimated value of all task orders inclusive of all options) or show a good faith effort in responding to competitive solicitations prior to the exercise of Option I under HCaTS 8(a).
H.21	Ethics and Conduct	The Contractor shall adhere to the standards under Section H.21

(END OF SECTION F)**SECTION G: CONTRACT ADMINISTRATION DATA****G.1 BACKGROUND**

This section provides roles, responsibilities, and contract administration requirements for the HCaTS 8(a) contracts and each task order placed under HCaTS 8(a) contracts. Terms and conditions and other requirements regarding contract administration may be designated by the Ordering Contracting Officer (OCO) at the task order level.

G.2 ROLES AND RESPONSIBILITIES OF KEY PERSONNEL

This section describes the roles and responsibilities of Government and Contractor personnel. The current point of contact information of Key Personnel for HCaTS 8(a) will be maintained on the official HCaTS 8(a) website at <http://gsa.gov/hcats>.

G.2.1 PROGRAM MANAGER (PM)

The HCaTS PM is a Government official who performs various programmatic functions for the overall success of HCaTS 8(a).

G.2.2 CONTRACTING OFFICER (CO)

The HCaTS 8(a) CO is the sole and exclusive Government official with actual authority to administer and modify the terms and conditions of HCaTS 8(a) contracts, monitor the Contractor's performance in the areas of contract compliance and contract administration, and assist the Contractor and OCO on matters related to the HCaTS 8(a) terms and conditions. In addition, the HCaTS 8(a) CO makes all final decisions pertaining to within scope determination requests.

The HCaTS 8(a) CO may delegate routine administrative functions to an authorized HCaTS 8(a) representative.

G.2.3 OMBUDSMAN

Subject to *GSAR 552.216-74*, GSA designates an Ombudsman for HCaTS 8(a). For the purposes of HCaTS 8(a), there are two primary duties of the Ombudsman: (1) To review complaints from Contractors and ensure that they are afforded a fair opportunity for consideration in the award of task orders consistent with the procedures of HCaTS 8(a), and (2) To review an HCaTS 8(a) CO decision to place a Contractor in Dormant Status (see Sections H.25).

G.2.4 ORDERING CONTRACTING OFFICER (OCO)

The OCOs are the authorized user and exclusive Government official with actual authority to solicit, award, administer, and/or modify a task order under HCaTS 8(a) contracts. In order to qualify as an authorized user, a duly warranted Contracting Officer of the Federal government, as defined in FAR Section 2.101, or an eligible user as prescribed in GSA Order ADM 4800.2H, Eligibility to Use GSA Sources of Supply and Services, shall attend a HCaTS Delegation of Procurement Authority (DPA) training and receive a HCaTS DPA certificate signed by HCaTS 8(a) CO.

The OCO is encouraged to contact the HCaTS 8(a) CO or HCaTS PM for any HCaTS 8(a)-related assistance including, but not limited to, the following:

1. Training on HCaTS 8(a) and ordering procedures, and
2. Task order scope compliance under HCaTS 8(a), and
3. Task order solicitation development, and
4. Assistance on disputes, claims, or protests under HCaTS 8(a), and
5. Contractor performance under HCaTS 8(a).

The OCO's duties include, but are not limited to:

1. Requesting and receiving a DPA prior to soliciting and awarding a task order under HCaTS 8(a), and
2. Complying with the terms and conditions of HCaTS 8(a) (see Section H.3), and
3. Complying with the procedures outlined in FAR Subpart 19.4, and
4. Complying with the ordering procedures outlined in FAR Section 16.505, and other agency-specific regulatory supplements, and
5. Issuing task order solicitations under the proper NAICS Code and corresponding HCaTS 8(a) Contract Number (see Section H.4), and
6. Allowing a reasonable time for fair opportunity proposal submission, and
7. Resolving any performance issues, disputes, claims or protests at the task order level, and
8. Responding to all Freedom of Information Act (FOIA) requests at the task order level, and
9. Entering task order performance evaluation in the Contractor Performance Assessment Reporting System (CPARS) or alternative past performance assessment reporting system mandated by Federal agencies that do not require the use of CPARS, and
10. Closing out task orders in a timely manner.

G.2.5 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The HCaTS 8(a) CO and OCOs for each task order may designate a COR(s) to perform specific administrative or technical functions.

The specific rights and responsibilities of the COR for each contract and task order shall be described in writing, with copies furnished to the Contractor as prescribed in FAR Paragraph 1.602-2(d). A COR has no actual, apparent, or implied authority to make any commitments or changes that affect price, quality, quantity, delivery, or other terms and conditions of the contract nor in any way direct the contractor or its subcontractors to operate in conflict with the contract terms and conditions.

G.2.6 CONTRACTOR KEY PERSONNEL

The Contractor shall assign a Corporate HCaTS 8(a) Program Manager (CHPM) and Corporate HCaTS 8(a) Contract Manager (CHCM) as Contractor Key Personnel to represent the Contractor as primary points-of-contact to resolve issues, perform administrative duties, and other functions that may arise relating to HCaTS 8(a) contracts and task orders solicited and awarded under HCaTS 8(a) contracts.

Additional Contractor Key Personnel requirements may be designated by the OCO at the task order level.

There are no minimum qualification requirements established for Contractor Key Personnel. Additionally, Contractor Key Personnel do not have to be full-time positions; however, the Contractor Key Personnel are expected to be fully proficient in the performance of their duties.

The Contractor shall ensure that the HCaTS 8(a) CO has current point-of-contact information for both the CHPM and CHCM. The Contractor Key Personnel are considered essential to HCaTS 8(a). Upon removing and replacing any Contractor Key Personnel, the Contractor shall notify the HCaTS 8(a) CO within 15 business days.

All costs associated with Contractor Key Personnel duties shall be handled in accordance with the Contractor's standard accounting practices; however, no costs for Contractor Key Personnel shall be billed to the HCaTS Program Management Office (HCaTS PMO).

Failure of Contractor Key Personnel to effectively and efficiently perform their duties will be construed as conduct detrimental to contract performance and may result in activation of Dormant Status (see Sections H.25).

G.2.6.1 CORPORATE HCATS 8(A) PROGRAM MANAGER (CHPM)

The Contractor's corporate management structure shall guarantee senior, high-level, program management of HCaTS 8(a), including a CHPM to represent the company in all HCaTS 8(a) program-related matters.

The CHPM duties include, but are not limited to:

1. Advising and assisting current and potential HCaTS 8(a) customers regarding the technical scope of HCaTS 8(a) and the overall attributes of HCaTS 8(a), and
2. Promoting customer use of HCaTS 8(a), and
3. Being ultimately responsible for ensuring that all reporting information required under HCaTS 8(a) is provided accurately, thoroughly and timely, and
4. Being ultimately responsible for all performance issues related to their HCaTS 8(a) contract and task orders awarded under their HCaTS 8(a) contract, and
5. Attending all HCaTS 8(a) Program Management Review (PMR) meetings and other HCaTS 8(a) meetings as scheduled.

G.2.6.2 CORPORATE HCATS 8(A) CONTRACT MANAGER (CHCM)

The Contractor's corporate management structure shall guarantee senior, high-level, program management of HCaTS 8(a), including a CHCM to represent the company in all HCaTS 8(a) contract-related matters.

The CHCM duties include, but are not limited to:

1. Verifying that the OCO soliciting or awarding a task order solicitation under HCaTS 8(a) has an HCaTS DPA. Verification can be provided by the HCaTS 8(a) CO, HCaTS PM, or duly authorized representative, and
2. Ensuring the company's task order awards under their HCaTS 8(a) contract are contractually in compliance with HCaTS 8(a) (see Section H.3 {Ordering Procedures}), and
3. Ensuring all data within the Contract Payment Reporting Module (CPRM) is current, accurate, and complete (see Section G.3.2), and
4. Ensuring contract administrative functions and meeting all the performance reporting and compliance standards listed under Section F.5 (Performance Standards), are maintained, and
5. Being ultimately responsible for ensuring that all contractual agreements, including modifications, are negotiated and put in place expeditiously, and
6. Being ultimately responsible for ensuring that all task order invoicing is accurate and timely, and
7. Attending all HCaTS 8(a) Program Management Review (PMR) meetings and other HCaTS 8(a) meetings as scheduled.

G.3 CONTRACTOR ADMINISTRATION REQUIREMENTS

The following sections describe the administration requirements for HCaTS 8(a) contracts and task orders awarded under HCaTS 8(a) contracts. The CHCM shall be the primary point-of-contact for these requirements.

Failure to meet administrative requirements may result in activation of Dormant Status (see Sections H.25).

G.3.1 CONTRACT ACCESS FEE (CAF)

As of 1 August 2018, the CAF rate for HCaTS Task Orders is 0.75% fixed-fee. Visit HCaTS website (www.gsa.gov/hcats) for CAF updates and exceptions or agency specific CAF rate agreement, if any.

NOTE: For task orders awarded before 1 August 2018, the CAF rate remains 2% fixed fee; however, the OCOs must change the CAF from 2% to 0.75% at the time of the next option year that will be exercised on or after 1 August 2018. If the task order will not be exercised on or after 1 August 2018, the CAF remains as 2% until the completion of the current period of performance.

The OCOs and Contractors must use the following criteria for CAF:

1. CAF remittance calculated as: Total Paid Invoice (minus the CAF CLIN) multiplied by the CAF Percentage.
2. The task order solicitations shall have a separate and distinct CLIN for CAF for the base year and each option period. In response to all task order solicitations, regardless of contract type, the Contractor shall always propose a CAF rate based on the total fixed-price or total estimated costs, including options.
3. If the customer organization has a CAF Memorandum of Understanding (CAF MOU) agreement in place with the HCaTS PMO, the CAF rate on the MOU must be used.

NOTE: See Section G.3.2.4 for CAF remittance instructions.

G.3.2 CONTRACT PAYMENT REPORTING MODULE (CPRM)

The specific system for all task order award, modification, invoice, and CAF payment data will be electronically through the CPRM located within GSA's Enterprise Data Warehouse (EDW).

G.3.2.1 TASK ORDER AWARD DATA

The Contractor shall report all task order award data within 30 calendar days of award into the CPRM; at the minimum all task order award data shall include the following:

1. HCaTS 8(a) Contract Number
2. Task Order Number (not the Solicitation Number)
3. Task Order Description
4. Functional Area (Pool 1 or Pool 2)
5. Predominant Order NAICS Code
6. Predominant Contract Type
7. Issued using GSA Assisted services (Yes or No)
8. Initial Period of Performance (Base Year period of performance)
9. Estimated Completion Date (end date after all option years exercised)
10. Award Date
11. Initial Obligated/Funded Amount (obligated amount for the base year)
12. Total Obligated/Funded Amount (total obligated dollar amount)
13. Total Estimated Value (total contract value including all option years)
14. Ordering Contracting Officer (Name and Email Address of OCO that signed the TO award)
15. Issuing Agency
16. Issuing Bureau

17. Receiving Agency (the customer)
18. Receiving Bureau
19. Location
20. Place of Performance (enter the primary place of performance)
21. Attachment (attach an electronic copy of the complete task order Award documents that includes Statement of Work (SOW)/Statement of Objectives (SOO), or Performance Work Statement (PWS))
22. Add Line Item (enter the information for each Contract Line Item Numbers (CLINs) of the task order. If the task order does not have a CLIN, input CLIN Number 9999 as a single CLIN for all billing)
23. Based on the contract type, enter the additional information stated in Section G.3.2.1.1, G.3.2.1.2, or G.3.2.1.3.

G.3.2.1.1 FIXED PRICE AWARD DATA

In addition to the data required under Section G.3.2.1 (Task Order Award Data), all Fixed Price award data shall also include:

1. Initial obligated/funded amount, and
2. Total Firm-Fixed Price, including the base and all option periods by CLIN Number, and
3. Initial Maximum Incentive or Award Fee, if applicable.

G.3.2.1.2 COST REIMBURSEMENT AWARD DATA

In addition to the data required under Section G.3.2.1 (Task Order Award Data), all Cost Reimbursement award data shall also include:

1. Initial obligated/funded amount, and
2. Total estimated cost, including the base and all option periods by CLIN Number, and
3. Fixed Fee, if applicable, and
4. Initial Incentive or Award Fee, if applicable.

G.3.2.1.3 TIME-AND-MATERIALS (T&M) AND LABOR-HOUR (L-H) AWARD DATA

In addition to the data required under Section G.3.2.1 (Task Order Award Data), all T&M and L-H award data shall also include:

1. Initial obligated/funded amount, and
2. Total task order ceiling, including the base and all option periods by CLIN Number, and
3. Awarded labor categories and SOC numbers, and
4. The loaded hourly labor rate and hours by each corresponding HCaTS 8(a) labor category, for the base and all option periods, and

5. The loaded hourly labor rate and hours by each Specialized Professional Services Labor, Service Contract Act Labor, or OCONUS Labor, including a title and description of the labor category, if applicable, for the base and all option periods.

G.3.2.2 TASK ORDER MODIFICATION DATA

The Contractor shall report all task order modification data within 30 calendar days of receiving a signed copy of the modification, excluding modifications issued through GSA's EDW. Modification data issued through GSA's EDW will automatically populate into the CPRM.

Modification data shall include:

1. HCaTS 8(a) Contract Number, and
2. Task Order Number (not the Solicitation Number), and
3. Modification Number, and
4. Modification Description (e.g., Incremental Funding, Exercise Option, Change Order), and
5. OCO Point of Contact (Name, Phone Number, Email Address), and
6. Modification Ordering Period (do not change the initial start date of the task order), and
7. Modification Date, and
8. Modification obligated/funded amount allocated to the applicable CLINs, and
9. An electronic copy of the complete modification awarded by an OCO.

G.3.2.3 INVOICE DATA

The Contractor shall report invoice data from each paid invoice within 30 calendar days after the end of the reporting quarter, including the invoice data on task orders issued through GSA's EDW. If no invoice data was received during a required reporting period for a specific task order, the Contractor shall report in the "Zero Invoice Data" screen located in the CPRM system for that particular task order.

Regardless of contract type, the Contractor shall report the following:

1. HCaTS 8(a) Contract Number, and
2. Task Order Number (not the Solicitation Number), and
3. Contractor Invoice Number, and
4. Date Invoice Paid, and
5. Amount of invoice that was subcontracted, and
6. Amount of invoice that was subcontracted to a small business, and
7. For each contract type, the Contractor shall report as follows:
 - a. Fixed Price task orders: Total Amount Paid (Lump Sum) by CLIN, and
 - b. T&M or L-H type task orders: Total Amount Paid (Lump Sum) by CLIN, and
 - c. Cost-Reimbursement task orders: Labor Categories, SOC Number, and Direct Labor Rate for each Task Order Labor Category.

G.3.2.4 CONTRACT ACCESS FEE (CAF) PAYMENT DATA

The Contractor shall remit the CAF in U.S. dollars to the HCaTS PMO within 30 calendar days after the end of each calendar quarter for all invoice payments received during that calendar quarter as follows:

CALENDAR QUARTERS	CAF DUE DATE
1 st Quarter (January 1-March 31)	April 30 th
2 nd Quarter (April 1-June 30)	July 30 th
3 rd Quarter (July 1-September 30)	October 30 th
4 th Quarter (October 1-December 31)	January 30 th

Where the CAF for multiple invoice payments (on one or more task orders) is due, the Contractor may consolidate the CAF owed into one payment, including the consolidation of the CAF across all awarded Pools.

Failure to remit the full amount of the CAF within 30 calendar days after the end of the applicable reporting period constitutes a contract debt to the United States Government under the terms of FAR Subpart 32.6. In addition, the Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or off-setting payments and interest on the debt.

The Contractor’s failure to accurately and timely remit the CAF is sufficient cause for the HCaTS PMO to place the contractor in Dormant Status (see Section H.25).

CAF Payment Data shall include:

1. Trace Number, and
2. Total Remitted Amount, and
3. Remit Date, and
4. Amount applied to each Task Order Number (for the reported payment).

Contractors are encouraged to submit CAF payments via <<https://pay.gov/public/home>>.

G.3.2.5 CLOSEOUT DATA

The Contractor shall submit task order close-out data quarterly following the expiration of a task order. This shall be accomplished for each and every task order.

This data shall include:

1. Final Task Order Dollar Value, and
2. Cumulative Invoiced Amount, and
3. Total CAF Amount Paid, and

4. CAF Balance Owed, and
5. Final Invoice Paid (Y/N), and
6. Release of Claims Date, and
7. Pending Actions Preventing Close-out.

G.3.3 RESERVED.

G.3.4 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)

Past performance information is relevant information, for future source selection purposes, regarding a Contractor's actions under previously awarded contracts. It includes, for example, the Contractor's record of conforming to contract requirements and to standards of good workmanship, record of forecasting and controlling costs, adherence to contract schedules, including the administrative aspects of performance, history of reasonable and cooperative behavior and commitment to customer satisfaction, reporting into required databases, record of integrity and business ethics, and business-like concern for the interest of the customer.

The HCaTS PMO requires use of the CPARS modules as the secure, confidential, information management tool to facilitate the performance evaluation process for both HCaTS 8(a) contracts and task orders awarded under HCaTS 8(a) contracts. However, if a Federal agency requires an alternative past performance assessment reporting system for a specific task order(s) other than CPARS, the alternative reporting system takes precedence over CPARS.

The CHCM shall serve as a primary point-of-contact, who will be authorized access to the evaluation for review and comment for HCaTS 8(a) contracts and task orders awarded under HCaTS 8(a) contracts. The CHCM shall respond promptly to past performance evaluations as documented by the OCO at the task order level and the HCaTS 8(a) CO for HCaTS 8(a).

In addition, the CHCM shall be required to identify an alternate contact that will be responsible for notifying the HCaTS 8(a) CO in the event the primary contact is unavailable to process evaluations within the required 30-day time frame.

G.3.4.1 HCATS 8(A) CPARS

The HCaTS 8(a) CO will evaluate interim Contractor performance on an annual basis and final Contractor performance upon contract completion using the process and criteria in CPARS.

Evaluations of Contractor performance will be provided to the Contractor as soon as practicable after completion of the evaluation. Contractors will be given a minimum of 30 calendar days to submit comments, rebutting statements, or additional information.

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used by Federal agencies to support future award decisions.

G.3.4.2 TASK ORDER CPARS

The HCaTS 8(a) CO does not administer or evaluate task order performance. It is the sole responsibility of OCOs to evaluate each task order exceeding the micro-purchase threshold under

HCaTS 8(a) using the process and criteria in CPARS or an alternative past performance assessment reporting system. OCOs shall use CPARS for task orders awarded under HCaTS 8(a) unless otherwise mandated by their Federal agency to utilize past performance systems other than CPARS.

At a minimum, the OCO shall be responsible for evaluating final Contractor performance upon task order completion.

G.3.5 INSURANCE

The insurance coverage specified in FAR Subsection 28.307-2 is the minimum insurance requirement for HCaTS 8(a). Insurance coverage applies to the HCaTS 8(a) Program as a whole (i.e., this requirement is cumulative across all Pools the Contractor has been awarded an HCaTS 8(a) contract under). The OCO may require additional insurance coverage or higher limits specific to a task order awarded under an HCaTS 8(a) contract.

G.3.6 MERGERS, ACQUISITIONS, NOVATIONS AND CHANGE-OF-NAME AGREEMENTS

If a Contractor merges, is acquired or recognizes a successor in interest to Government contracts when Contractor assets are transferred; or, recognizes a change in a Contractor's name; or, executes novation agreements and change-of-name agreements by a CO other than the HCaTS 8(a) CO, the Contractor shall notify the HCaTS 8(a) CO and provide a copy of the novation or other agreement that changes the status of the Contractor. This notification, if applicable, applies once, sent to the HCaTS 8(a) CO, and not for each HCaTS 8(a) contract.

G.3.7 RESPONSIBILITY AND FEDERAL AWARDEE PERFORMANCE AND INTEGRITY INFORMATION SYSTEM (FAPIIS)

The Contractor shall maintain sufficient resources and meet the responsibility standards and Contractor qualifications set forth in FAR Part 9 to continue performance under HCaTS 8(a).

Subject to FAR 52.209-9, the Contractor shall update the information in FAPIIS on a semi-annual basis, throughout the term of HCaTS 8(a).

G.3.8 VETS-4212 REPORTS

Subject to FAR Subpart 22.13, FAR 52.222-37 and the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (VEVRAA), Contractors and Subcontractors shall report annually to the Department of Labor the number of employees in their workforces and any new hires, by job category and hiring location, who are qualified covered veterans during the reporting period.

Contractors shall submit a VETS-4212 report annually to the DOL VETS-4212 website and provide confirmation to the HCaTS 8(a) CO, even if the Contractor has no covered veterans or new employees to report during the reporting period. This report applies to the HCaTS 8(a) Program as a whole, sent to the DOL VETS-4212 website and HCaTS 8(a) CO, and not for each HCaTS 8(a) contract.

G.3.9 FRS REPORTS

Subject to FAR 52.204-10, Contractors are required to file a Federal Funding Accountability and Transparency Act (FFATA) Sub-award Report by the end of the month following the month in which the Prime Contractor awards any subcontract with a value of \$25,000 or more, into the FFATA Sub-award Reporting System (FSRS). This report applies for each HCaTS 8(a) contract.

G.3.10 POST AWARD SMALL BUSINESS PROGRAM RE-REPRESENTATION

Subject to FAR 52.219-28, if a Contractor represented that it was a small business concern prior to award the Contractor shall re-represent its size status upon the occurrence of any of the following:

1. Within 30 days after execution of a novation agreement, or
2. Within 30 days after a merger or acquisition that does not require a novation, or
3. Within 60 to 120 days prior to the end of the fifth year and exercising the option thereafter.

The Contractor shall re-represent its size status in accordance with the size standard in effect at the time of this re-representation that corresponds to the North American Industry Classification System (NAICS) codes assigned to this contract (see Section H.4).

If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by this section.

The Contractor shall make the representation by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the HCaTS 8(a) CO in writing within the timeframes prescribed above that the data have been validated or updated, and provide the date of the validation or update.

G.4 HCATS 8(A) AND TASK ORDER CLOSEOUTS

HCaTS 8(a) will be closed out upon the closeout of all task orders awarded under HCaTS 8(a) contracts and all CAF fees submitted.

The OCO is responsible for closing out their task orders under HCaTS 8(a). Task order closeout will be accomplished within the procedures set forth in FAR Parts 4 and 42, and other agency-specific regulatory supplements.

For cost reimbursement and time-and-material task orders, the OCO is encouraged to utilize FAR Section 42.708 to the maximum extent practicable. The Contractor agrees to cooperate with the OCO to close out task orders as soon as practical. The Contractor shall report all task order close outs in the CPRM (see Section G.3.2.5).

G.5 OPTION DETERMINATION

After the initial ordering period, in recognition of exceptional contract and task order performance the HCaTS PMO may exercise a five-year option period in accordance with FAR 52.217-9; if necessary, the ordering period will be extended for additional six months in accordance with FAR 52.217-8.

(END OF SECTION G)

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 RESERVED

H.2 OBSERVANCE OF FEDERAL HOLIDAYS

The Contractor shall observe Federal holidays and other days identified in this section unless otherwise indicated in individual task orders. The Government observes the following days as holidays:

1. New Year’s Day
2. Birthday of Martin Luther King, Jr.
3. Washington’s Birthday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veterans Day
9. Thanksgiving Day
10. Christmas Day

In addition to the days designated as holidays, the Federal government may also observe any day designated by Federal Statute, Executive Order or Presidential Proclamation.

H.3 ORDERING PROCEDURES

All task orders under HCaTS 8(a) contracts shall:

1. Be solicited and awarded by an OCO with a Delegation of Procurement Authority (DPA) (see Section G.2.4), and
2. Be within the scope of Section C and all other terms and conditions of the HCaTS 8(a) contract, and
3. Identify the HCaTS 8(a) Labor Categories and Standard Occupational Classification (see Section B.2.1 and Attachment J.1 {Standardized Labor Categories}), and
4. Be solicited and awarded under the proper NAICS Code and corresponding Contract Number (see Section H.4), and
5. Identify the proper Product Service Code (see Section H.5), and
6. Comply with the ordering procedures in FAR Section 16.505 and other applicable agency-specific regulatory supplements.

The OCO shall tailor all optional clauses, provisions, and other applicable terms and conditions specific to the task order solicitation and award. The OCO is also encouraged to take into consideration the current version of the Human Capital Assessment and Accountability Framework (HCAAF) when defining the scope of a task order.

All costs associated with the preparation, presentation, and discussion of the Contractor’s proposal in response to a task order solicitation will be at the Contractor’s sole and exclusive expense and each task order will be funded by the ordering agency at the task order level.

H.3.1 SET ASIDES BASED ON SOCIO-ECONOMIC SUBGROUP

HCaTS 8(a) is a 100% 8(a) set-aside contract. All orders issued under HCaTS 8(a) are automatically considered set-aside for 8(a) Program Participants as only 8(a) Program Participants were awarded an HCaTS 8(a) contract. All HCaTS 8(a) contractors’ size/socioeconomic status remains unchanged in each of their HCaTS 8(a) contracts unless modified by a FAR 52.219-28, Post-Award Small Business Program Re-Representation.

Unless the order Solicitation explicitly requires size/socioeconomic recertification at the order level, the ordering Contracting Officer shall rely on the size/socioeconomic status shown in the HCaTS 8(a) Contractor list available for download here: <https://www.gsa.gov/hcats>.

In accordance with 13 U.S.C. 124.503(h)(1), 8(a) Program Participants are eligible for competitive and sole source awards. Where an agency seeks to award an order on a sole source basis (i.e., to one particular 8(a) contract holder without competition among all 8(a) contract holders), the agency must offer and SBA must accept the order into the 8(a) program on behalf of the identified 8(a) contract holder. See FAR 19.804 for guidance related to the SBA offer and acceptance process.

H.4 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)

H.4.1 HCATS 8(A) NAICS CODES

HCaTS 8(a) is comprised of two separate Government-Wide Multiple Award, Indefinite Delivery Indefinite Quantity (MA-IDIQ) task order contracts that span eight NAICS Codes.

NAICS Codes are grouped into two separate Pools based on two separate small business size standards (\$12M and \$16.5M). Each Pool will have multiple IDIQ task order contract under it. All NAICS codes within a given Pool can be used to represent the predominant NAICS Code for any given task order solicited and awarded under an HCaTS 8(a) contract.

NAICS Codes and small business size standards are periodically updated and revised by the SBA. If the SBA revises a HCaTS 8(a) contracts’ NAICS Code and small business size standard, the HCaTS 8(a) CO may update the contracts to reflect the updated NAICS Code and small business size standard.

Due to Federal Procurement Data System-Next Generation (FPDS-NG) system limitation, only one NAICS Code can be assigned to a contract in FPDS-NG reports; the predominant NAICS Codes will be used for the task orders’ FPDS-NG reports.

The table below identifies the HCaTS 8(a) Pool 1 NAICS Code assignments. The predominant NAICS Code is shown in bold underline:

POOL 1: \$12M SMALL BUSINESS SIZE STANDARD	
NAICS CODE	NAICS TITLE
<u>611430</u>	<u>Professional and Management Development Training</u>
611699	All Other Miscellaneous Schools and Instruction
624310	Vocational Rehabilitation Services

POOL 2: \$16.5M SMALL BUSINESS SIZE STANDARD	
541611	Administrative Management and General Management Consulting Services
<u>541612</u>	<u>Human Resources Consulting Services</u>
541613	Marketing Consulting Services
541618	Other Management Consulting Services
611710	Educational Support Services

NOTE: Definitions for each NAICS Title can be found at <http://www.census.gov/cgi-bin/sssd/naics/naicsrch>

H.4.2 PREDOMINANT TASK ORDER NAICS CODE DETERMINATION

The OCO is responsible for determining which predominant NAICS Code applies to a task order solicitation. The NAICS Code selected determines the corresponding Pool in accordance with Section H.4.1. Each Pool will have a list of eligible Contractors that qualify to receive solicitations and task order awards.

Ordering procedures in FAR Section 16.505 apply. If the solicitation could be classified in two or more NAICS Codes with different size standards, the OCO shall apply the NAICS Code for the industry accounting for the greatest percentage of anticipated task order dollar value.

H.5 PRODUCT SERVICE CODE (PSC)

The PSC represents what products, services, and/or research and development (R&D) was purchased by the Federal government for each task order award reported in FPDS-NG.

The scope of HCaTS 8(a) spans across many PSCs; however, the predominant PSC selected must be based on the predominant service that is being purchased.

The Contract Payment Reporting Module (CPRM) reporting system facilitates compliance with proper PSC reporting for all Federal agencies, including DoD’s taxonomy for the acquisition of services that maps PSCs into six separate Portfolio Groups, such as: Knowledge Based Services; Facility Related Services; Transportation Services; Medical Services, Electronics & Communication Services; and, Equipment Related Services.

The OCO shall identify the PSC in the task order solicitation and report the PSC in FPDS-NG. The Contractor shall enter the PSC in the CPRM for each task order award.

H.6 ACCREDITATIONS

All accreditations are optional; however, Contractors are encouraged to acquire these accreditations.

H.6.1 ADEQUATE ACCOUNTING SYSTEM

An adequate accounting system is a system that is approved by the HCaTS CO, in consultation with the Defense Contract Audit Agency (DCAA) or a Cognizant Federal Agency (CFA) and provides for

the proper segregation, identification, accumulation, and allocation of direct and indirect costs for government procurements.

At the Contractor's request, the HCaTS 8(a) CO make the adequacy determination on the Contractor's accounting system; if approved by HCaTS 8(a) CO, the Contractor shall notify the HCaTS 8(a) CO and designated OCO(s) for affected task orders, in writing, if there are any changes in the status of its adequate accounting system and provide the reasons for the change and copies of audit reports, as applicable. Only those Contractors that maintain an adequate accounting system, as approved by the HCaTS 8(a) CO, shall be eligible for cost reimbursable task order awards.

At the task order level, the OCO has the authority for the determination of cost or price fair and reasonableness. The OCO may make the adequacy determination or require the Contractor to maintain an acceptable accounting system that will permit timely development of all necessary cost data in the form required by the proposed contract type.

H.6.2 ACCEPTABLE ESTIMATING SYSTEM

An acceptable estimating system is a system that has been audited by the Defense Contract Management Agency (DCMA) or any Cognizant Federal Agency (CFA), and meets the requirements specifies in 48 CFR 252.215-7002 (Cost Estimating System Requirements).

An acceptable estimating system is not mandatory; however, Contractors are encouraged to maintain an acceptable estimating system for the entire ordering period of their HCaTS 8(a) contract.

H.6.3 APPROVED PURCHASING SYSTEM

An approved purchasing system means the Contractor's purchasing system has been audited under Contractor Purchasing System Review (CPSR) in accordance with FAR Subpart 44.3 (Contractors Purchasing Systems Reviews).

An approved purchasing system is not mandatory; however, Contractors are encouraged to maintain an approved purchasing system for the entire ordering period of its HCaTS 8(a) contract.

H.6.4 FORWARD PRICING RATE AGREEMENTS (FPRA), FORWARD PRICING RATE RECOMMENDATIONS (FPRR), AND AUDITED BILLING RATES

An FPRA, FPRR and Audited Billing Rates are not mandatory; however, Contractors are encouraged to have them audited by DCAA, DCMA or any other CFA for the entire ordering period of their HCaTS 8(a) contract (IAW FAR Part 42.704 and FAR 42.17).

For Time-and-Material, Labor-Hour, and Cost Reimbursement (all types) task orders solicited and awarded under HCaTS 8(A) contracts, Contractors are encouraged to execute an FPRA and/or audited billing rates to the maximum extent practicable. Contractors may use FPRRs when an FPRA has not been negotiated.

H.6.5 EARNED VALUE MANAGEMENT SYSTEM (EVMS)

An EVMS, as defined in FAR Part 2.101, is not mandatory; however, Contractors are encouraged to have an EVMS during the entire ordering period of their HCaTS 8(a) contract.

H.6.6 INTERNATIONAL ORGANIZATION FOR STANDARDIZATION (ISO) 9001:2008/2015 CERTIFICATION

The ISO 9001:2008/2015 Certification specifies requirements for a quality management system to demonstrate the Contractor's ability to consistently meet the customers' requirements as well as statutory and regulatory requirements.

The ISO 9001:2008/2015 Certification is not mandatory; however, Contractors are encouraged to maintain the certification during the entire ordering period of their HCaTS 8(a) contract.

H.6.7 INTERNATIONAL ORGANIZATION OF STANDARDIZATION/INTERNATIONAL ELECTROTECHNICAL COMMISSION (ISO/IEC) 27001:2013 CERTIFICATION

The ISO/IEC 27001:2013 Certification specifies the requirements for establishing, implementing, maintaining and continually improving an information security management system within the context of the organization. It also includes requirements for the assessment and treatment of information security risks tailored to the needs of the organization.

An ISO/IEC 27001:2013 Certification is not mandatory; however, Contractors are encouraged to have ISO/IEC 27001:2013 Certification during the entire ordering period of their HCaTS 8(a) contract.

H.7 LIMITATIONS ON SUBCONTRACTING

In performance of services awarded under HCaTS 8(a), at least 50% of the cost of task order performance incurred for personnel shall be expended for employees of the concern. FAR 52.219-14 will be monitored and strictly enforced by the HCaTS 8(a) CO.

The Contractor shall specifically identify the total Prime and Sub-contracted labor dollars combined and the total labor dollars subcontracted separately in each invoice submitted under HCaTS 8(a) task orders.

If an ordering agency has a supplemental regulation that does not coincide with FAR 52.219-14, the OCO may tailor this section at the task order level.

H.8 MEANINGFUL RELATIONSHIP COMMITMENT LETTERS (MRCL)

If applicable, an MRCL establishes the relationship and commitments of performance for Contractors who share accreditations from other affiliates, divisions, or subsidiaries within a Contractor's internal corporate structure.

If applicable, the Contractor shall maintain and honor each MRCL for the entire ordering period of their HCaTS 8(a) contract. The Contractor shall notify the HCaTS 8(a) CO and designated OCO(s)

for affected task orders, in writing, if there are any changes in the status of its internal corporate relationships or commitments and provide the reason(s) for the change.

If applicable, the Contractor's MRCLs are incorporated by reference into the HCaTS 8(a) contract and the HCaTS PMO will provide MRCLs to the OCO upon request.

H.9 PROFESSIONAL EMPLOYEE COMPENSATION POLICY

The Government is concerned with the quality and stability of the work force to be employed on an HCaTS 8(a) contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories may impair the Contractor's ability to attract and retain competent professional service employees or may be viewed as evidence of failure to comprehend the complexity of future task order requirements.

The Contractor's professional employee compensation policy is incorporated by reference and made a part of the HCaTS 8(a) contract.

The Contractor shall notify the HCaTS CO and designated OCO(s) for affected task orders, in writing, if there are any changes in the status of its professional employee compensation plan and provide the reason(s) for the change and copies of the new professional employee compensation policy, as applicable.

H.10 UNCOMPENSATED OVERTIME POLICY

Uncompensated overtime means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal workweek for purposes of computing uncompensated overtime hours.

Task Orders may be subject to FAR 52.237-10 when services to be required are on the basis of the number of hours to be provided; therefore, the labor rate charged to the Government shall be adjusted accordingly for the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act.

The Contractor's uncompensated overtime policy is incorporated by reference and made a part of the HCaTS 8(a) contract.

The Contractor shall notify the HCaTS 8(a) CO and designated OCO(s) for affected task orders, in writing, if there are any changes in the status of its uncompensated overtime policy and provide the reason(s) for the change and copies of the new uncompensated overtime policy, as applicable.

H.11 SECURITY CLEARANCE REQUIREMENTS

The OCO shall tailor security requirements (both facility and employee), clauses, provisions, and other applicable terms and conditions specific to each task order's solicitation and award.

Only those Contractors that meet the required security clearance levels on individual task order solicitations are eligible to compete for such task orders.

In general, all necessary facility and employee security clearances shall be at the expense of the Contractor. In some cases, Government offices that conduct background investigations do not have a means for accepting direct compensation from Contractors and instead charge Federal agencies for the background investigations. In these cases, the Contractor shall be flexible in establishing ways of reimbursing the Government for these expenses. The individual task order shall specify the terms and conditions for reimbursement, if any, for obtaining security clearances. The Contractor shall comply with all security requirements in task orders awarded under its HCaTS 8(a) contract.

H.11.1 FACILITY CLEARANCE LEVEL (FCL)

An FCL is when a Contractor's facility is eligible for access to classified information at the Confidential, Secret, or Top Secret level. The FCL includes the execution of a Department of Defense (DoD) Security Agreement (DD Form 441 and DD Form 441-1) and Certificate Pertaining to Foreign Interests (SF 328).

Under the terms of an FCL agreement, the Government agrees to issue the FCL and inform the Contractor as to the security classification of information to which the Contractor will have access. The Contractor, in turn, agrees to abide by the security requirements set forth in the National Industrial Security Program Operating Manual, commonly referred to as the NISPOM.

There are no mandatory levels of facility security clearance for Contractors under their HCaTS 8(a) contracts; however, task orders may require an FCL at any level.

H.11.2 EMPLOYEE SECURITY CLEARANCE

Security clearances for Contractor employees, including Subcontractor employees, may require Confidential, Secret, Top Secret, Agency-Specific Clearances, and/or Special Background Investigations for Sensitive Compartmented Information or Special Access Programs. In such cases, the Contractor, at its own expense, is responsible for providing and maintaining personnel with the appropriate security clearances to ensure compliance with Government security regulations, as specified in the individual task order.

The Contractor shall fully cooperate on all security checks and investigations by furnishing requested information to verify the Contractor employees' trustworthiness and suitability for the position. Task orders containing classified work may also include a Contract Security Classification Specification, (i.e., DD Form 254 or civilian agency equivalent).

The Government has full and complete control over granting, denying, withholding or terminating security clearances for employees. The granting of a clearance shall not prevent, preclude, or bar the withdrawal or termination of any such clearance by the Government.

H.11.3 HOMELAND SECURITY PRESIDENTIAL DIRECTIVE 12 (HSPD-12)

When a Contractor or its Subcontractors are required to have physical access to a Federally-controlled facility or access to a Federal information system, the Contractor shall comply with agency personal identity verification procedures in task orders that implement HSPD-12.

H.12 SUSTAINABILITY

HCaTS 8(a) seeks to benefit from the use of sustainable management practices by Contractors including tracking and seeking continual reductions in energy usage, greenhouse gas emissions, water consumption, solid waste and hazardous waste, and other relevant environmental impacts and associated costs.

Use of these sustainable management practices results in lower environmental impacts of delivered products and services, helping customers meet sustainable acquisition requirements under Executive Order 13514: Federal Leadership in Environmental, Energy and Economic Performance, and its precursors, successors and related regulations.

Public disclosures of environmental impacts and sustainable management practices have been associated with increased operational efficiency, lower overhead costs, and reduced supply chain and other business risks for disclosing companies.

Sustainability disclosures can help OCOs understand the major environmental impacts of procured products and services, familiarize themselves with the available strategies for reducing these impacts, and design projects and task order requirements which incorporate these strategies.

HCaTS 8(a) encourages Contractors to provide the location(s) (Internet URL(s)) of one or more sources of publicly available information regarding its company-wide environmental impacts and sustainable management practices (sustainability disclosures) on the Contractor's HCaTS 8(a) webpage. In making sustainability disclosures, the Contractor is requested to utilize existing, widely recognized third-party sustainability reporting portals and services such as the Global Reporting Initiative (GRI) Sustainability Disclosure Database (database of corporate social responsibility {CSR} reports) and the Carbon Disclosure Project (CDP) Climate Change and Water Disclosure Questionnaires.

These sustainability-related standards, including estimates of the lifecycle costs and environmental impacts of proposed solutions, may apply at the task order level.

H.13 PROPRIETARY SOLUTIONS

Contractors are discouraged from proposing proprietary solutions in response to HCaTS 8(a) task order requirements that necessitate the Contractor's proprietary process, system, maintenance, and/or solution that would prevent competition at a future point or require sustained and non-competitive support.

If a proprietary solution is proposed by a Contractor for a given task order requirement, the Contractor shall mark its proposal accordingly and make it clear to the OCO all limitations and costs associated with the solution.

H.14 PARTNERING

The HCaTS PMO intends to encourage the foundation of a cohesive partnership between the HCaTS 8(a) Contractors, HCaTS PMO, and Federal agency customers to identify and achieve reciprocal goals, with effective and efficient customer-focused service, in accordance with the terms and conditions of HCaTS 8(a).

Failure to attend meetings, maintain an HCaTS webpage, or otherwise not comply with this section may result in activation of Dormant Status (see Sections H.25).

H.15 MEETINGS

From time to time, the Government may require Contractor attendance, including the attendance of Contractor Key Personnel, to meetings at various locations.

Meetings may be virtual, in-person at a Government facility, a commercial conference center, or a mutually agreed upon Contractor facility on a rotational basis, as determined by the Government. Follow-up meetings may be held periodically throughout the term of HCaTS 8(a) in order to assess performance against the goals and to reinforce partnering principles.

The HCaTS PMO may require up to four HCaTS Program Management Review (PMR) meetings per year. The goal of the PMR meetings are to provide a platform for Contractors, HCaTS PMO, and other agency representatives to communicate current issues, resolve potential problems, discuss business and marketing opportunities, review future and ongoing GSA and Government-wide initiatives, and address HCaTS 8(a) fundamentals. Any Contractor costs associated to PMR meetings shall be at no direct cost to the Government.

H.16 HCATS PMO WEBSITE

The HCaTS PMO will establish an HCaTS PMO website for the purposes of informing our customers, stakeholders, and the general public of the attributes and procedures of HCaTS.

The HCaTS PMO website will include, but not be limited to, the following:

1. General overview of the attributes of HCaTS, and
2. The HCaTS conformed contracts (Sections B through J), and
3. Government point-of-contacts (POCs) information (names, titles, phone numbers, and email addresses), and
4. Contractor Key Personnel POC information (names, titles, phone numbers, and email addresses), and
5. List of contract numbers, company names by Pool and MA-IDIQ task order contracts, and direct POC for issuing task order solicitations by an OCO, and
6. Delegation of Procurement Authority (DPA) process for the OCO, and

7. HCaTS training and ordering guides, and
8. Sample procurement templates for the OCO, and
9. Scope review process for the OCO, and
10. Statistical information by Federal agency and Contractor, and
11. Links to other mandatory websites for reporting purposes or ordering procedures, and
12. List of Contractors not eligible for solicitations and awards due to Dormant Status, if necessary, and
13. Frequently asked questions.

H.17 CONTRACTOR HCATS 8(A) WEBPAGE

Within 30 calendar days of the Notice to Proceed, the Contractor shall develop and maintain a current, publicly available webpage accessible via the Internet throughout the ordering period of its HCaTS 8(a) contract and task orders awarded under its HCaTS 8(a) contract. The Contractor shall make its HCaTS webpage Rehabilitation Act Section 508 compliant.

The purpose of the webpage is for the Contractor to communicate with potential customers regarding the Contractor's ability to provide the awarded services under HCaTS 8(a).

At a minimum, this webpage shall include, but is not limited to, the following:

1. Link to the HCaTS PMO website, and
2. General overview of HCaTS 8(a), and
3. HCaTS 8(a)-related marketing materials and news releases, and
4. Contractor capabilities for HCaTS 8(a), and
5. Contractor Key Personnel POC information (names, titles, phone numbers, and email addresses), and
6. The HCaTS 8(a) conformed contract (Sections A through K) and all modifications issued within thirty (30) days in pdf, and
7. DUNS Number, and
8. Sustainability Disclosures, if any.

H.18 MARKETING

The Contractor shall maintain participation by actively pursuing work and competing for task order solicitations under HCaTS 8(a).

The Contractor may develop company-specific HCaTS 8(a) brochures for distribution at trade shows, conferences, seminars, etc., and distribute printed materials to enhance awareness of HCaTS 8(a).

The Contractor may participate in various conferences and trade shows to facilitate outreach efforts for Federal agency customers and to aid in the marketing of HCaTS 8(a). All marketing, promotional materials, and news releases in connection with HCaTS 8(a) contracts or task order awards under HCaTS 8(a) contracts, including information on the Contractor's HCaTS 8(a)

webpage, may be co-branded with marks owned or licensed by the Contractor and HCaTS PMO, as long as the Contractor complies with GSAR 552.203-71.

The Government reserves the right to review and approve any marketing, promotional materials, or news releases by a Contractor that are HCaTS 8(a)-related, including information on the Contractor's HCaTS webpage.

H.19 MINIMUM TASK ORDER AWARDS OR ESTIMATED VALUE

Starting from the date of the HCaTS 8(a) Notice-to-Proceed, the Contractor shall attain a minimum of three task order awards; or, a total task order estimated value of \$750,000.00 (total estimated value of all task orders inclusive of all options); or, show a good faith effort in responding to competitive solicitations released under the Contractor's respective Pool(s) prior to the exercise of Option I under its HCaTS 8(a) contract.

In the event a Contractor is On-Ramped after original contract award, the number of expected task order awards to be attained shall be proportionate with the amount of time spent on the contract in the base period. For example, if the Contractor is On-Ramped to the contract in Year 1, the Contractor would be expected to attain a minimum of two task order awards or total task order estimated value of \$500,000.00, or show a good faith effort in responding to competitive solicitations released under the Contractor's respective Pool(s) from the time it was On-Ramped prior to the exercise of Option I.

Failure to attain the expected number of task order awards, estimated value, or respond to competitive solicitations released under the Contractor's respective Pool(s) from the time it was On-Ramped prior to the exercise of Option I may result in Dormant Status. The Government may or may not exercise the option period if a contractor does not meet the above criteria. Exercising the option period is subject to FAR clause 52.217-8 and FAR clause 52.217-9.

H.20 TRAINING AND PERMITS

The Contractor shall provide fully trained and experienced personnel required for performance under task orders awarded under its HCaTS 8(a) contract. The Contractor shall train Contractor personnel, at its own expense, except when the OCO has given prior approval for specific training to meet special requirements that are unique to a particular task order.

Except as otherwise provided in an individual task order, the Contractor shall, at its own expense, be responsible for obtaining any and all licenses, certifications, authorizations, approvals, and permits, and for complying with any applicable Federal, national, state, and municipal laws, codes, and regulations, and any applicable foreign work permits, authorizations, and/or visas in connection with the performance of any applicable task order issued under HCaTS 8(a).

H.21 ETHICS AND CONDUCT

Personal services are not authorized under HCaTS 8(a). HCaTS 8(a) is strictly for non-personal services, which means the personnel rendering the services are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in

relationships between the Government and its employees. The Contractor and its employees shall conduct themselves with the highest degree of integrity and honesty and adhere to the policies and procedures as specified in FAR Part 3, GSAR Part 503 and other applicable agency-specific regulatory supplements.

Failure to adhere to proper ethics and conduct may result in activation of Dormant Status.

H.21.1 SUPERVISION

The Contractor shall not supervise, direct, or control the activities of Government personnel or the employee of any other Contractor under HCaTS 8(a) and the Government will not exercise any supervision or control over the Contractor in the performance of contractual services under HCaTS 8(a). The Contractor is accountable to the Government for the actions of its personnel.

Contractor employees shall not represent themselves as Government employees, agents, or representatives or state orally or in writing at any time that they are acting on behalf of the Government.

In all communications with third parties in connection with HCaTS 8(a), the Contractor shall ensure that all Contractor employees identify themselves as Contractor employees and identify the name of the company for which they work, and must not carry out any direction that violates the terms and conditions of HCaTS 8(a).

The Contractor shall ensure that all of its employees, including Subcontractor employees, working under HCaTS 8(a) are informed of the substance of this clause.

If the Contractor believes any action or communication has been given that would create a personal services relationship between the Government and any Contractor employee or any other potential supervision or duty violation, the Contractor shall notify the OCO and HCaTS 8(a) CO immediately of this communication or action.

H.21.2 CONDUCT

The Contractor shall not discuss with unauthorized persons any information obtained in the performance of work under HCaTS 8(a); conduct business other than that which is covered by HCaTS 8(a) during periods funded by the Government; conduct business not directly related to HCaTS 8(a) on Government premises; use Government computer systems and/or other Government facilities for company or personal business; recruit on Government premises; or, otherwise act to disrupt official Government business.

The Contractor shall ensure that all of its employees, including Subcontractor employees, working under HCaTS 8(a) are informed of the substance of this clause.

If the Contractor believes any action or communication has been given that would create a business ethics or conduct violation, the Contractor shall notify the OCO and HCaTS 8(a) CO immediately of this communication or action.

H.21.3 CONFLICTS OF INTEREST

The guidelines and procedures of FAR Part 3 and GSAR Part 503, and FAR Subpart 9.5 and GSAR Subpart 509.5, will be used in identifying and resolving any issues of a conflict of interest under HCaTS 8(a). The FAR and other applicable agency-specific regulatory supplements will govern task orders awarded under HCaTS 8(a) contracts.

Assuming no real or potential conflict of interest, a Prime Contractor may be a Subcontractor to another Prime Contractor on task orders solicited and awarded under HCaTS or HCaTS 8(a); however, the OCO may require that the Contractor sign an Organizational Conflict of Interest (OCI) Statement in which the Contractor (and any Subcontractors or teaming partners) agree not to submit any proposal or provide any support to any firm which is submitting (as Prime or Subcontractor) any proposal for any solicitation resulting from the work on a specific task order under HCaTS 8(a) contracts.

All Contractor personnel (to include Subcontractors and Consultants) who will be personally and substantially involved in the performance of any task order issued under HCaTS 8(a) which requires the Contractor to act on behalf of, or provide advice with respect to any phase of an agency procurement shall execute and submit an Employee/Contractor Non-Disclosure Agreement Form. The OCO will provide the appropriate nondisclosure form specific to the procurement. This form shall be required prior to the commencement of any work on such task order and whenever replacement personnel are proposed under an ongoing task order.

The Contractor shall be responsible for identifying and preventing personal conflicts of interest of its employees. The Contractor shall prohibit employees who have access to nonpublic information by reason of performance on a Government contract from using that information for personal gain.

In the event that a task order requires activity that would create an actual or potential conflict of interest, the Contractor shall immediately notify the OCO of the conflict, submit a plan for mitigation, and not commence work until specifically notified by the OCO to proceed; or, identify the conflict and recommend to the OCO an alternate approach to avoid the conflict.

The OCO or HCaTS 8(a) CO, if necessary, will review the information provided by the Contractor and make a determination whether to proceed with the task order and process a request for waiver, if necessary.

H.21.4 COOPERATION WITH OTHER CONTRACTORS ON GOVERNMENT SITES

The Government may undertake or award other contracts or task orders for work at or in close proximity to the site of the work under HCaTS 8(a). The Contractor shall fully cooperate with the other Contractors and with Government employees and shall carefully adapt scheduling and performing the work under HCaTS 8(a) to accommodate the working environment, heeding any direction that may be provided by the OCO. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other Contractor or by Government employees.

H.22 GOVERNMENT PROPERTY

For task orders awarded under HCaTS 8(a) contracts, Government property matters shall follow the same policies and procedures for Government property under FAR Part 45 and other applicable agency-specific regulatory supplements.

FAR Part 45 does not apply to Government property that is incidental to the place of performance, when the task order requires Contractor personnel to be located on a Government site or installation, and when the property used by the Contractor within the location remains accountable to the Government.

Unless otherwise specified in a task order, the Contractor shall provide all office equipment and consumable supplies at the Contractor's sole and exclusive expense, including computers/workstations used in daily operation in support of HCaTS 8(a). The Government will not modify facilities to accommodate contractor-owned equipment or supplies.

The OCO shall tailor property clauses, provisions, and other applicable terms and conditions specific to each task order solicitation and award.

H.22.1 LEASING OF REAL AND PERSONAL PROPERTY

The Government contemplates that leases may be part of a task order solution offered by a Contractor, but the Government, where the Contractor's solution includes leasing, must not be the Lessee. Under no circumstances on any task order awarded under HCaTS 8(a) contracts shall the Government be deemed to have privity-of-contract with the Owner/Lessor of the leased items; or, the Government be held liable for early termination/cancellation damages if the Government decides not to exercise an option period under a task order unless the Contractor has specifically disclosed the amount of such damages (or the formula by which such damages would be calculated) as part of its proposal and the OCO for the task order has specifically approved such damages as part of the task order's terms and conditions.

H.22.2 GOVERNMENT FACILITIES

The Contractor shall arrange with the OCO or other designated representative for means of access to premises, delivery and storage of materials and equipment, use of approaches, use of corridors, stairways, elevators, and similar matters.

A Contractor working in a Government facility shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking disciplinary action with respect to its employees as necessary.

The Contractor is responsible for ensuring that its employees do not disturb papers on desks, open desk drawers or cabinets, or use Government telephones, except as authorized. Each employee is expected to adhere to standards of behavior that reflect favorably on its employer and the Federal government. The Contractor shall ensure that all of its employees, including Subcontractor employees, working under HCaTS 8(a) are informed of the substance of this clause.

H.22.3 RIGHTS OF INGRESS AND EGRESS

The rights of ingress to, and egress from, Government facilities for the Contractor's personnel must be specified in the task order. Specific Federally-controlled facilities or those areas located within a given facility may have additional security clearance requirements must be specified in the task order.

Contractor employees, including Subcontractor employees, shall have in their possession, at all times while working, the specific Government identification credential issued by the Government. The identification credential shall be displayed and be visible at all times while on Government property.

During all operations on Government premises, the Contractor's personnel shall comply with the rules and regulations governing the facility access policies and the conduct of its personnel. The Government reserves the right to require Contractor personnel to sign-in upon entry and sign-out upon departure from the Government facilities.

The Contractor shall be responsible for ensuring that all identification credentials are returned to the issuing agency whenever contract employees leave the contract, when the task order has been completed, employees leave the company, or employees are dismissed or terminated. The Contractor shall notify the issuing agency whenever employee badges are lost.

H.23 SECTION 508 OF THE REHABILITATION ACT OF 1973

Contractors shall comply with FAR Subpart 39.2 when developing, procuring, maintaining or using electronic and information technology, unless an exception applies as per FAR Section 39.204.

H.24 ON-RAMPING

The total number of HCaTS Contractors may fluctuate due to various reasons, including but not limited to, industry mergers and acquisitions, and changes in contractors' socioeconomic status.. To maintain an adequate number of Contractors to compete for task orders, HCaTS PMO may determine that it is in the Government's best interest to initiate an on-ramping.

The on-ramping process can add new contractors to the existing pool or create a pool/subpool or a specific socio-economic pool/subpool. The Government determines whether it is in its best interest to restrict the on-ramping participation to the HCaTS existing contractors or to a particular socio-economic group (e.g. 8(a)).

The decision for on-ramping is within the sole discretion of the Government, based on the Government's needs. At the time of an on-ramping, an on-ramping notice and/or solicitation will be posted in Federal Business Opportunities (Beta.SAM.gov).

The HCaTS PMO will determine whether it would be in the Government's best interest to add additional Contractors in any form (to the existing Pools or by creating a new Pool or Subpool) at any time, subject to the following conditions:

1. A notice/solicitation is published in Federal Business Opportunities in accordance with FAR Part 5, and under then- applicable Federal procurement law
2. Any Offeror that meets the eligibility requirements set forth in the solicitation may submit a proposal
3. The solicitation identifies the total number of new contracts and the award decision is based upon substantially the same evaluation criteria as the original solicitation or as modified
4. The terms and conditions of any resulting awards are identical to the existing version of the respective HCaTS Pool contract
5. The ordering period will be co-terminus with the existing ordering period of other HCaTS Pool contracts

H.25 DORMANT STATUS

Dormant Status is a condition that applies to HCaTS and is not a debarment, suspension or ineligibility status as defined in FAR Subpart 9.4. Grounds for being placed in Dormant Status include, but are not limited to, failure to meet the deliverables and compliance requirements specified under Section F.5 (Performance Standards).

HCaTS shall be reserved for high performing Contractors. Accordingly, if the HCaTS CO determines that any requirement of HCaTS is not being met, a Contractor may be placed in Dormant Status for one or both HCaTS Pools. In Dormant Status, the Contractor shall not be eligible to participate or compete in any subsequent task order solicitations; however, the Contractor shall continue performance on previously awarded and active task orders, including the exercise of options and modifications at the task order level.

Dormant status will be imposed after a careful consideration of the situation and collaboration with the Contractor to resolve the issue. To place a Contractor in Dormant Status, HCaTS CO must notify the contractor, in writing, regarding poor performance or non- compliance issues. The Contractor will be given a reasonable time, at the discretion of HCaTS CO, to provide a remediation plan to correct the deficiencies/issues. If HCaTS CO is not satisfied with the response, or the remediation plan is not effective, HCaTS CO may issue a final decision, in writing, placing the Contractor in Dormant Status.

Additionally, the final decision will include necessary measures for the Contractor to take to be removed from Dormant Status. The HCaTS CO's final decision may be appealed to the HCaTS Ombudsman under Alternative Disputes Resolution (ADR), or Agency Board of Contract Appeals or United States Court of Federal Claims (See FAR Section 33.201 and GSAR Subpart 533.2).

(END OF SECTION H)
PART II: CONTRACT CLAUSES
SECTION I: CONTRACT CLAUSES

I.1 TASK ORDER PROVISIONS AND CLAUSES

In accordance with FAR Section 52.301, due to the various combinations of contract provisions and clauses that may be optional under an individual task order based on the contract type, statement of work, dollar value and other specific customer agency requirements, the HCaTS 8(a) cannot predetermine all the contract provisions and clauses for future individual task orders. However, all applicable and required provisions and clauses set forth in FAR Section 52.301 automatically flow down to all HCaTS 8(a) task orders, based on their specific contract type, statement of work, competition requirements, commercial or non-commercial determination, and dollar value as of the date the task order solicitation is issued.

All applicable and required provisions and clauses that automatically flow down to task orders shall remain unchanged as of Federal Acquisition Circular (FAC) No. 2005-84, effective date September 3, 2015, throughout the entire ordering period under HCaTS 8(a). If a future applicable or required provision(s) and/or clause(s) are to the benefit of future task orders solicited under HCaTS 8(a), the future applicable or required provision/clause may be updated by FAC No. and effective date by a bilateral modification to HCaTS 8(a).

If the OCO is acquiring commercial items as defined by FAR Subsection 2.101, the OCO shall identify in the task order solicitation the FAR Part 12 provisions and clauses that apply. Furthermore, the OCO shall identify any optional and/or agency-specific provisions and clauses that do not conflict with the provisions and clauses under HCaTS 8(a) for each individual task order solicitation and subsequent award. For optional and/or agency-specific provisions and clauses, the OCO shall provide the provision and/or clause number, title, date, and fill-in information (if any), as of the date the task order solicitation is issued or award is made.

I.2 HCaTS 8(A) CLAUSES

The following clauses apply to HCaTS 8(a) and task orders placed under HCaTS 8(a), as applicable. The clauses and dates remain unchanged throughout the term of HCaTS 8(a) unless changed by a bilateral modification to HCaTS 8(a).

I.2.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE

HCaTS 8(a) incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Also, the full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/>.

FAR	TITLE	DATE
52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions on Subcontractor Sales to the Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014

52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-14	Display of Hotline Poster(s)	OCT 2015
52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2016
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts	OCT 2016
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	APR 2011
52.215-2	Audit and Records—Negotiation	OCT 2010
52.215-8	Order of Precedence—Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications	OCT 2010
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications (Alternate III)	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications (Alternate IV)	OCT 2010
52.219-6	Notice of Total Small Business Set-Aside	NOV 2011
52.219-8	Utilization of Small Business Concerns* (* NOT MANDATORY)	NOV 2016
52.219-9	Small Business Subcontracting Plan (Alternate II)* (* NOT MANDATORY)	JAN 2017

52.219-14	Limitations on Subcontracting	JAN 2017
52.219-16	Liquidated Damages—Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Re-representation	JUL 2013
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	AUG 2011
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.227-14	Rights in Data—General	MAY 2014
52.227-17	Rights in Data—Special Works	DEC 2007
52.228-5	Insurance—Work on a Government Installation	JAN 1997
52.229-3	Federal, State, and Local Taxes	FEB 2013
52.232-1	Payments	APR 1984
52.232-8	Discounts for Prompt Payment	FEB 2002
52.232-9	Limitation on Withholding of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-18	Availability of Funds	APR 1984
52.232-23	Assignment of Claims	MAY 2014
52.232-25	Prompt Payment	JAN 2017
52.232-33	Payment by Electronic Funds Transfer-System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014

52.233-3	Protest after Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
52.237-3	Continuity of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes—Fixed-Price (Alternate I)	APR 1984
52.244-5	Competition in Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	JAN 2017
52.245-1	Government Property	JAN 2017
52.245-9	Use and Charges	APR 2012
52.246-25	Limitation of Liability—Services	FEB 1997
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form)	APR 1984
52.249-2	Termination for Convenience of the Government (Fixed-Price)	APR 2012
52.249-6	Termination (Cost-Reimbursement)	MAY 2004
52.249-6	Termination (Cost-Reimbursement) (Alternate IV)	SEP 1996
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.253-1	Computer Generated Forms	JAN 1991

I.2.2 GSAR CLAUSES INCORPORATED BY REFERENCE

GSAR	TITLE	DATE
552.203-71	Restriction on Advertising	SEP 1999
552.204-9	Personal Identity Verification Requirements	OCT 2012
552.215-70	Examination of Records by GSA	JUL 2016
552.216-74	Task-Order and Delivery-Order Ombudsman	JAN 2017
552.219-72	Preparation, Submission, and Negotiation of Subcontracting Plans	OCT 2016
552.219-76	Mentor Requirements and Evaluation	MAR 2012
552.228-5	Government as Additional Insured	JAN 2016
552.232-23	Assignment of Claims	SEP 1999
552.232-77	Payment By Government Charge Card	NOV 2009
552.237-73	Restriction on Disclosure of Information	JUN 2009

I.2.3 FAR AND GSAR CLAUSES IN FULL TEXT

I.2.3.1 52.216-18 ORDERING (OCT 1995)

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

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

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

I.2.3.2 52.216-19 ORDER LIMITATIONS (OCT 1995)

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

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

(1) Any order for a single item in excess of: \$3.45 billion for Pool 1 and \$2.3 billion for Pool 2;

(2) Any order for a combination of items in excess of: \$3.45 billion for Pool 1 and \$2.3 billion for Pool 2; or

(3) A series of orders from the same ordering office within 365 calendar days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

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

(End of Clause)

I.2.3.3 52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, that

the Contractor shall not be required to make any deliveries under this contract in accordance with Section F.4.

(End of Clause)

I.2.3.4 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 90 calendar days from the current ordering period’s expiration date.

(End of Clause)

I.2.3.5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 90 calendar days from the base period’s expiration date; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 120 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 126 months.

(End of Clause)

I.2.3.6 52.219-13 NOTICE OF SET-ASIDE OF ORDERS (NOV 2011)

The Contracting Officer will give notice of the order or orders, if any, to be set aside for small business concerns identified in 19.000(a)(3) and the applicable small business program. This notice, and its restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in 19.000(a)(3).

(End of Clause)

I.2.3.7 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

(a) Definitions. As used in this clause—

“Covered foreign country” means The People’s Republic of China.

“Covered telecommunications equipment or services” means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such

equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

“Critical technology” means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled–

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

“Substantial or essential component” means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation [4.2104](#).

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

I.2.3.8 552.204-70 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

(a) Definitions. As used in this clause- “Covered telecommunications equipment or services”, “Critical technology”, and “Substantial or essential component” have the meanings provided in FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing-

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Representation. [Contractor to complete and submit to the Contracting Officer] The Offeror or Contractor represents that it [] will or [] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract, order, or other contractual instrument resulting from this contract. This representation shall be provided as part of the proposal and resubmitted on an annual basis from the date of award.

(d) Disclosures. If the Offeror or Contractor has responded affirmatively to the representation in paragraph (c) of this clause, the Offeror or Contractor shall provide the following additional information to the Contracting Officer--

- (1) All covered telecommunications equipment and services offered or provided (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
- (2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;
- (3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and
- (4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of clause)

I.2.3.9 52.219-17 SECTION 8(a) AWARD (OCT 2019)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended ([15 U.S.C.637\(a\)](#)).

(2) Except for novation agreements, delegates to the GSA-HCaTS PMO the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the GSA-HCaTS PMO's Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(End of clause)

I.2.3.10 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) PARTICIPANTS (Jan 2017)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer-

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)

(1) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The awardee will notify the GSA-HCaTS PMO Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

(END OF SECTION I)

PART III: LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J: LIST OF ATTACHMENTS

- J.1 STANDARDIZED LABOR CATEGORIES**
- J.2 PROPOSAL CHECKLIST**
- J.3 SELF-SCORING WORKSHEET**
- J.4 REPS SUMMARY FORM**
- J.4.1 COTS SUMMARY FORM**
- J.5 PAST PERFORMANCE EVALUATION FORM**
- J.5.1 NAICS CODE CONFIRMATION FORM**
- J.6 SECTION K – FORM**
- J.7 PRICE WORKSHEET**
- J.7.1 DIRECT LABOR RATE RANGES – HCaTS 8(a)**
- J.8 ACCREDITATION LIST**
- J.9 GSA FORM 527**
- J.10 SF-33 FORM**

(END OF SECTION J)

SECTION L: INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

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

This solicitation incorporates one or more FAR provisions by reference, with the same force and effect as if they were given in full text. Upon request, the HCaTS CO will make their full text available. 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 proposal. Also, the full text of a solicitation provision may be accessed electronically at this address: <https://www.acquisition.gov/>.

FAR	TITLE	DATE
52.204-7	System for Award Management	Oct 2018
52.204-16	Commercial and Government Entity Code Reporting	Jul 2016
52.204-18	Commercial and Government Entity Code Maintenance	Jul 2016
52.215-1	Instructions to Offerors—Competitive Acquisition	Jan 2017
52.222-46	Evaluation of Compensation for Professional Employees	Feb 1993
52.237-10	Identification of Uncompensated Overtime	Mar 2015
52.204-5	Women-Owned Business (Other Than Small Business)	Oct 2014
52.204-17	Ownership or Control of Offeror	Jul 2016
52.222-38	Compliance with Veterans’ Employment Reporting Requirement	Feb 2016

L.2 FAR PROVISIONS INCORPORATED IN FULL TEXT

52.214-16 Minimum Bid Acceptance Period (Apr 1984)

- (a) “Acceptance period,” as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.
- (b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
- (c) The Government requires a minimum acceptance period of 365 calendar days.
- (d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government’s minimum requirement.

The bidder allows the following acceptance period: _____ calendar days.

(e) A bid allowing less than the Government's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid if that bid is accepted in writing within --

(1) The acceptance period stated in paragraph (c) of this clause; or

(2) Any longer acceptance period stated in paragraph (d) of this clause.

(End of Provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates awarding separate Government-Wide, Multiple Award, Indefinite Delivery, Indefinite Quantity (MA-IDIQ) task order contracts resulting from this solicitation.

(End of Provision)

52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)

The Government may elect to award multiple task order contracts for the same or similar supplies or services to two or more sources under this solicitation. See Section M.2 for the details of the number of awards.

(End of Provision)

52.216-28 MULTIPLE AWARDS FOR ADVISORY AND ASSISTANCE SERVICES (OCT 1995)

The Government intends to award multiple contracts for the same or similar advisory and assistance services to two or more sources under this solicitation unless the Government determines, after evaluation of offers, that only one offeror is capable of providing the services at the level of quality required.

(Note: See Section M.2 for the number of awards.)

(End of Provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

U.S. General Services Administration/R02
Federal Acquisition Service - HCaTS PMO Team
Att: Nasim Lashaninejad, Mary McAllaster
One World Trade Center, 55th Floor
New York, NY 10007

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

(End of Provision)

L.3 PROPOSAL SUBMISSION INSTRUCTIONS

Offerors are instructed to read the entire solicitation document, including all attachments in Section J, prior to submitting questions or preparing a proposal. Omission of any information from the proposal submission requirements may result in rejection of the proposal.

The following instructions are for the preparation and submission of proposals. The purpose of this section is to establish requirements for the format and content of proposals so that proposals contain all essential information and can be evaluated equitably. The following criteria apply to all proposals received in response to this solicitation:

- If an offeror is sharing resources from other entities by way of a Meaningful Relationship within a Corporate Structure, only one proposal from that Corporate Structure shall be submitted (see Section L.6). Additionally, an Offeror must **not** consist of more than one entity.
- The electronic solicitation documents, as posted on Beta.SAM.gov, under this solicitation are the official documents for this solicitation. Offerors are prohibited from modifying any documents associated with this solicitation and its amendments.
- Offerors shall adhere to the volume numbers, titles, format or templates, file naming convention, and page limitations (if any) provided in the Proposal Format Table in Section L.4.1. If page limitations are exceeded where expressed, the excess pages will not be evaluated.
- The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section M of this solicitation.
- All proposal information is subject to verification and validation by the Government. Falsification of any proposal submission, documents, or statements may subject the Offeror to civil or criminal prosecution under Section 1001 of Title 18 of the United States Code.
- The Government will not reimburse Offerors for any cost incurred for the preparation and submission of a proposal in response to this solicitation.

L.3.1 PROPOSAL DUE DATE AND ADDRESS LOCATION

Proposals are due no later than **January 28, 2020 at 6:00 PM EST.**

➤ **Mailing Address:**

Proposals must be mailed using a **tracking system** to the following address:

U.S. General Services Administration/R02
 Federal Acquisition Service - HCaTS PMO Team
 Att: Nasim Lashaninejad, Mary McAllaster
 One World Trade Center, 55th Floor
 New York, NY 10007

➤ **Proposal Tracking Form:**

The Offeror shall fill out the Proposal Tracking Form using [this link \(click here\)](#) before the solicitation closing date and time. If the link is not working, please copy and paste the URL below into your web browser to access the form:

<https://docs.google.com/forms/d/e/1FAIpQLSeXOM8--l8m841Qo3zo7nqTt2ZV8Kbr21uabiuNvxAGygOFXQ/viewform>

For submitting proposals, Offerors shall follow the criteria below:

- **Hand delivered proposals are not acceptable and will be rejected.**
- A proposal is considered late if it is not delivered to the above address by the due date and time. All late proposals will not be considered nor returned.
- All proposals shall be mailed using a tracking system to establish the time of receipt at the Government installation.
- If an Offeror chooses to revise and resubmit its proposal before the solicitation closing date and time, the Offeror must fill out the Proposal Tracking Form for the revised proposal.
- If the Government receives more than one proposal under a company name, the Government will evaluate only the last submitted timely proposal.

L.3.2 SOLICITATION QUESTIONS

All questions must be received no later than **December 20th, 2019 at 6:00 PM EST.**

Proposal Questions Form:

Questions about the solicitation must be submitted by completing the Solicitation Question Form using [this link \(click here\)](#). If the link is not working, please copy and paste the URL below into your web browser to access the form:

https://docs.google.com/forms/d/e/1FAIpQLSdb50cD_0QvKjSsMUzbaHK5MdSh5WqembD-d7MQRvzsyMp8Q/viewform

Questions received after the due date and time may not be answered. Due to the administrative burden, the Government will not acknowledge the questions via email. Answers will be posted on Beta.SAM.gov prior to the solicitation closing date and time.

L.4 PROPOSAL FORMAT INSTRUCTIONS

All proposals must follow the criteria listed below:

- The Offeror shall submit **two (2) identical electronic copies** of the proposal on two separate DVD+R Discs. Paper versions of the proposal documents are not acceptable and will be rejected.
- Each DVD+R Disc shall be labeled with the Solicitation Number, Company Name and DUNS Number.
- The proposal documents must be titled in accordance with the Proposal Format Table in Section L.4.1; no other additional documents shall be included on the DVD+R Discs. **Submitting attachments or documents from other solicitations or the draft solicitation is not acceptable.**
- Any document, form, and chart shall be clearly labeled and referenced.

- It is the sole responsibility of the Offeror to ensure that the electronic files submitted are virus free and can be opened and read by the Government. Proposal submissions shall not be locked, encrypted, or otherwise contain barriers to opening. Proposals may be password protected with one password, but otherwise contain no barriers to opening. Offerors should include the proposal password (if any) in the Proposal Tracking Form.
- All proposal documents shall be readable in one of the following formats: Adobe Acrobat format (.pdf), Microsoft Word format (.docx), or Microsoft Excel format (.xlsx).
- All signatures on the documents shall be clearly readable and legible.
- When completing the solicitation documents (Attachments in Section J), any modification to the documents is prohibited. DO NOT add headers, footers or any security stamps to the solicitation documents.
- In this solicitation, calculations (e.g. past performance rating) will be rounded up to the nearest hundredth. For period of performance, “month” means a full month (partial months will not be rounded up).
- Non-Government (Contractor) support services may be used to assist the Government in the evaluation of an Offeror’s proposal. Contractors, if used, will be authorized access only to those portions of the proposal data and discussions that are necessary to enable them to provide advice on specialized matters or on particular problems. Any restrictive notice shall not preclude disclosure to support contractors.

L.4.1 PROPOSAL FORMAT TABLE

The following Proposal Format Table is to assist Offerors in organizing their proposal submission documents to ensure the Government can easily identify which documents apply to which evaluation criteria for evaluation purposes. Offerors shall adhere to the volume numbers, format, templates, and page limitations (if any) provided in the Proposal Format Table.

NOTE: If an offeror intends to apply for both Pools, only one proposal must be submitted; however, the proposal must contain two folders for Volume 3, REPs and Past Performance for each Pool.

The proposal shall be formatted into five (5) separate electronic folders and subfolders by Volume Number and Title as follows:

Volume 1- Eligibility

Volume 2- Responsibility

Volume 3- Pool 1 REPs and Past Performance (if applying for Pool 1)

includes six subfolders for each REP:

REP#1, REP#2, REP#3, REP#4, REP#5, REP#6

Volume 3- Pool 2 REPs and Past Performance (if applying for Pool 2)

includes six subfolders for each REP:

REP#1, REP#2, REP#3, REP#4, REP#5, REP#6

Volume 4- Accreditation

Volume 5- Pricing

Naming Convention:

For each file, include your company name abbreviation at the beginning of the file's name. For example, for ABC Company, Attachment J.2 (Proposal Checklist) should be named: "ABC_Att J.2.pdf".

Proposal Format Table

Reference	Description of Document	Document Type
Volume 1 – Eligibility		
L.5.1	Attachment J.2 (Proposal Checklist)	Limited to Attachment J.2
L.5.1	Attachment J.3 (Self-Scoring Worksheet) (One for each Pool)	Limited to Attachment J.3 for each Pool
L.5.1	Attachment J.10 (SF-33 Form) & its amendments (if any)	Limited to Attachment J.10 and its amendments (if any)
Volume 2 – Responsibility		
L.5.2	Small Business Certification	Limited to the SAM registration and Representations and Certifications
L.5.2	Attachment J.6 (Section K - Form)	Limited to Attachment J.6 Only
L.5.2	Professional Employee Compensation Plan	No page limitation
L.5.2	Uncompensated Overtime Policy	No page limitation
L.5.2	Attachment J.9 (GSA Form 527) and Financial documents	Limited to Attachment J.9 and financial documents
L.6	Meaningful Relationship Commitment Letters (MRCL) and supporting documentation, if applicable	No page limitations. Each MRCL shall be separate and distinct
Volume 3-Pool 1 - Relevant Experience Projects (REPs) and Past Performance must consist of six sub-folders for each REP (REP#1, REP#2, REP#3, REP#4, REP#5, REP #6). In each sub-folder the supporting documents for minimum requirements and scoring elements must be submitted for each REP.		
L.5.3	Attachment J.4 (REPs Summary Form)	Limited to Attachment J.4
L.5.3	Attachment J.4.1 (COTs Summary Forms), if applicable	Limited to Attachment J.4.1
L.5.3	Supporting Documents substantiating REPs' minimum requirements (e.g. Execution, Recency, Period of Performance, Dollar Value, Scope, Past Performance Rating and NAICS Code Confirmation)	Limited to supporting documents (see Section L.5.3 for acceptable supporting documents). Each REP shall be separate and distinct. No page limitations. *Highlight references in the supporting documents
L.5.3	Supporting Documents substantiating REPs' scoring elements specified in Section L.5.3.5	Limited to supporting documents (see Section L.5.3 for acceptable supporting documents). Each REP shall be separate and distinct. No page limitations. *Highlight references in the supporting documents
L.5.3 and L.6	Official Legal Entity documents if applicable for a REP	No page limitations. Each MRCL, Merger/Acquisition/Novation/Change-Name document shall be separate and distinct.

Volume 3-Pool 2 - Relevant Experience Projects (REPs) and Past Performance		
must consist of six sub-folders for each REP (REP#1, REP#2, REP#3, REP#4, REP#5, REP #6). In each sub-folder the supporting documents for minimum requirements and scoring elements must be submitted for each REP.		
L.5.3	Attachment J.4 (REPs Summary Form)	Limited to Attachment J.4
L.5.3	Attachment J.4.1 (COTs Summary Forms), if applicable	Limited to Attachment J.4.1
L.5.3	Supporting Documents substantiating REPs' minimum requirements (e.g. Execution, Recency, Period of Performance, Dollar Value, Scope, Past Performance Rating and NAICS Code Confirmation)	Limited to supporting documents (see Section L.5.3 for acceptable supporting documents). Each REP shall be separate and distinct. No page limitations. *Highlight references in the supporting documents
L.5.3	Supporting Documents substantiating REPs' scoring elements specified in Section L.5.3.5	Limited to supporting documents (see Section L.5.3 for acceptable supporting documents). Each REP shall be separate and distinct. No page limitations. *Highlight references in the supporting documents
L.5.3 and L.6	Official Legal Entity documents if applicable for a REP	No page limitations. Each MRCL, Merger/Acquisition/Novation/Change-Name document shall be separate and distinct.
Volume 4 Accreditation (Optional)		
L.5.4	Attachment J.8 (Accreditation List)	Limited to Attachment J.8
L.5.4	Acceptable Estimating System	Limited to copy of the official report and other supporting documents. No page limitations.
L.5.4	Approved Purchasing System	Limited to copy of the official report and other supporting documents. No page limitations.
L.5.4	FPRA, FPRR, or Audited Billing Rates	Limited to copy of the official agreement, report and other supporting documents. No page limitations.
L.5.4	EVMS	Limited to copy of the official report and other supporting documents. No page limitations.
L.5.4	ISO 9001:2015 Certification	Limited to copy of the certification and other supporting documents. No page limitations.
L.5.4	ISO/IEC 27001:2013 or 27001:2017 Certification	Limited to copy of the certification and other supporting documents. No page limitations.
Volume 5 Pricing		
L.5.5	Attachment J.7 (Price Worksheet)	Limited to Attachment J.7 Template.

L.5 PROPOSAL CONTENT
L.5.1 VOLUME 1 - ELIGIBILITY

The following documents must be included in Volume 1 of the proposal:

- Attachment J.2 (Proposal Checklist)
- Attachment J.3 (Self-Scoring Worksheet)

- Attachment J.10 (SF-33 Form) and its amendments (if any)

Attachment J.2 (Proposal Checklist):

The Offeror must complete and submit Attachment J.2 to include the company information, Authorized Representative information, Small Business Status, and the complete list of the proposal's documents.

Attachment J.3 (Self-Scoring Worksheet):

The Offeror must complete and submit Attachment J.3 (Self-Scoring Worksheet) in accordance with the instructions provided on the form.

Attachment J.10 (SF-33 Form) and its amendments (if any):

The Offeror must complete and submit Attachment J.10 (SF-33 Form) as follows:

- The Offeror must fill out Blocks 12, 13, 14, 15, 16, 17 and 18.
- The Offeror's name on the SF-33 Block 15A, must match the name of the Offeror in the System for Award Management at <https://sam.gov> corresponding with the entity's DUNS number and CAGE code.
- By signing the SF-33, the Offeror acknowledges receipt of amendments to the RFP as identified in Block 14 and related documents attached therein.
- The name, title, signature and date identified in Blocks 16, 17, and 18, shall be an authorized representative with authority to commit the Offeror to contractual obligations.
- If the Government amends the solicitation, the offeror must submit the subsequent SF-33 forms before the solicitation closing date and time, unless specified otherwise.

L.5.2 VOLUME 2 - RESPONSIBILITY

The Government makes a determination of responsibility based on Section M.3.3. The Offeror must adhere to the directions and submit the following documents under Volume 2- Responsibility:

- Small Business Certifications
- Attachment J.6 (Section K - Form)
- Professional Employee Compensation Plan
- Uncompensated Overtime Policy
- Attachment J.9 (GSA Form 527) and supporting Financial Documents
- Meaningful Relationship Commitment Letters (MRCL) and Supporting Documents (if applicable) - See Section L.6.3.

Small Business Certifications:

The Offeror must submit:

- A copy of its SAM record registration and all Representations and Certifications.
- An 8(a) certification approved by the SBA for the 8(a) Business Development Program. The 8(a) certification must be current/valid as of the closing date and time of the solicitation.

Attachment J.6 (Section K - Form):

The Offeror must complete and submit Attachment J.6 (Section K - Form) in accordance with Section K.1.

Professional Compensation Plan:

The Offeror must submit a professional employee compensation plan that addresses the Offeror's methodology for determining salaries and fringe benefits for its professional employees in preparation of future task order requirements under HCaTS. The Offeror shall refer to FAR 52.222-46 for required information and additional guidelines.

Uncompensated Overtime Policy:

Uncompensated overtime means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal workweek for purposes of computing uncompensated overtime hours.

The Offeror must submit its policy for addressing uncompensated overtime consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours in preparation of future task order requirements under this contract. The Offeror shall refer to FAR 52.237-10 for required information and additional guidelines.

Attachment J.9 (GSA Form 527) and Financial Documents:

To be determined responsible, an Offeror must have adequate financial resources to perform the contract, or the ability to obtain them. The Offeror must complete and submit the following documents:

- Attachment J.9 (GSA Form 527), Contractor's Qualifications and Financial Information
- Copies of 2016, 2017, and 2018 year-end financial statements. Certified Public Accountant (CPA)-prepared financial statements are preferred.
- Copy of 2019 year-end financial statements or interim financial statements (whichever are available).

Internal financial statements will be reviewed in the absence of a CPA-prepared financial statement report. Upon completing the review of the above documents, the Government may request additional information, revisions, and corrections to assist in its determination of the Offeror's financial responsibility. All financial documents shall be submitted in the Offeror's legal business name.

If the Offeror has less than three years of financial history, the Offeror shall submit as many GSA Form 527 and financial statements as are available. For GSA Form 527, the Offeror must fill in Section I – General Information, Section II - Government Financial Aid and Indebtedness, Section III - Financial Statements (Prepared Financial Statements with notes may be provided in lieu of completing Section III), Section IV - Income Statement, Section V - Banking and Finance Company Information, Section VIII - Remarks (if remarks are necessary), and Certification; Sections VI and VII can be left blank if not applicable.

Offerors must be prepared to respond to the following requests for information within three (3) calendar days of the Government's request:

- (a) Ownership Information
- (b) Government Financial Aid and Indebtedness
- (c) Financial Statements
- (d) Income Statement and Banking and Finance Company Information

L.5.3 VOLUME 3 - REPs and Past Performance

Except for MRCL entities (see Section L.6.3), all Relevant Experience Projects (REPs) and past performance submitted in response to this solicitation must have been performed as a Prime Contractor. "Prime Contractor" means the Contractor has privity of contract for all contractual obligations under a mutually binding legal relationship and retains legal and management responsibility for overall contract performance. An offeror must **not** consist of more than one entity.

Under each Pool, to be eligible for award, the Offeror must submit six (6) REPs and each REP must meet the definition and minimum requirements in this section. The offeror shall not submit more than six REPs.

If applying for both Pools, a maximum of two (2) REPs under Pool 1, may also be used under Pool 2. However, Offerors must ensure at least four (4) of the REPs submitted for Pool 1 are tied to Pool 1 NAICS codes and at least four (4) of the REPs submitted for Pool 2 are tied to Pool 2 NAICS codes.

For each Pool, in "Volume 3 – Pool 1 – REPs and Past Performance" or "Volume 3 – Pool 2 – REPs and Past Performance" folder, Offerors must submit the following documents:

- Attachment J.4 (REPs Summary Form)
- Attachment J.4.1 (COTs Summary Form), if applicable
- For each REP the following documents must be submitted:
 - Supporting documents for REP's minimum requirements (see Section L.5.3.3)
 - Supporting documents for REP's scoring elements (Section L.5.3.5)
 - Meaningful Relationship Commitment Letters (MRCL) and related documents, if applicable (Section L.6.3)

Attachment J.4 (REPs Summary Form)

For each Pool, Offerors must complete and submit Attachment J.4 (REPs Summary Form) to specify all the minimum requirements and scoring elements for each REP as well as the name of the supporting documents in the proposal.

Attachment J.4.1 (COTs Summary Form)

For each COTs, Offerors must complete and submit Attachment J.4.1 (COTs Summary Form).

L.5.3.1 REP Definition:

A REP is one of the following:

- A single contract
- A single task order placed under a master contract, Blanket Purchase Agreement (BPA), or Federal Supply Schedule (FSS)
- A Collection of Task Orders (COT): maximum of six (6) task orders that have been placed under the same master contract, master BPA, or FSS
- Has been awarded by an entity outside of your corporate structure
- Has not been terminated for cause or default

Collection of Task Orders (COT): Offerors are allowed to submit a maximum of two (2) COTs. If the Offeror submits more than two (2) COTs, the proposal will be rejected. Additionally, a COT shall not exceed six task orders and none of the task orders that are part of a COT shall be used in other REPs.

NOTE: A master contract (such as an Indefinite Delivery Indefinite Quantity contract, Blanket Purchase Agreement (BPA), or Federal Supply Schedule (FSS)) by itself does not count as a REP. A maximum of six (6) task orders under the master contract may be submitted as a COT or each task order may be submitted as a separate REP.

REP Types:

There are two types of REP: Federal and Non-Federal. A REP is considered a Federal Project if the Government can verify that the REP has been awarded by a Federal Government agency within the supporting documents. All other REPs will be considered a Non-Federal project.

L.5.3.2 Supporting Documents:

This solicitation instructs Offerors to provide supporting documentation for all minimum requirements and scored evaluation criteria. Unless specifically prohibited, Offerors may provide whatever **official**, verifiable contractual documentation is necessary to substantiate any minimum requirements or claimed scoring elements; a verifiable contractual document can be the award document, contractual documents, and contractual deliverables, signed or certified and legally recognized documents. The supporting documents are subject to the following terms:

- Within the supporting documents of each REP, Offerors are strongly encouraged to highlight the areas that specifically refer to the minimum requirements and scoring elements.
- The supporting documents for each REP must be part of its official contractual documents unless otherwise specified in Section L.5.
- Unless specified otherwise, if a REP is a single Task Order or Collection of Task Orders, the substantiating documents must specifically pertain to the task order contract; the documents for the master contract (or BPA, FSS) cannot be used to substantiate any of the minimum requirements or scoring elements.
- If a REP has been modified for any reason (extending the period of performance, exercising an option year, changing the scope, increasing the dollar value, etc.), the Offeror must submit a copy of the executed modification including the name and signature of the awarding party. Otherwise, the minimum requirements or scoring element can NOT be claimed from the resulting modification.
- Any solicitation attachment in Section J shall not be used as a supporting document, except as otherwise specified.

L.5.3.3 REP Minimum Requirements (7 Criteria):

Offerors must submit supporting documents in accordance with Section L.5.3.2 to substantiate the following minimum requirement criteria for each REP; if submitting a COT, each task order (separately) must meet the minimum requirement criteria, unless specified otherwise:

1. **Execution:** The Offeror must submit a copy of the award document that is dated and includes the name and signature of the awarding party.

Notes for Supporting Documents:

- If a REP was awarded under a different name than the Offeror, a copy of a Meaningful Relationship Commitment Letter (MRCL) (see Section L.6.3) or other Agreements (e.g., Novation, Joint Venture agreement, etc.), as applicable, must be submitted.
- FPDS-NG Report, CPARS, or PPIRS shall not be used as supporting documents for execution of the REP.

2. Recency: The actual period of performance (performed, not estimated) must be within the past five (5) years of the solicitation closing date.

3. Period of Performance: A minimum of three (3) full and continuous months of performance is required.

* Task Orders with a period of performance less than 89 days will not be accepted.

*If submitting a COT, the aggregate duration of all task orders shall substantiate at least three (3) full and continuous months.

*Option years or estimated end dates will not be considered/calculated as part of the period of performance unless the supporting documents substantiate the execution of the corresponding option years or estimated end dates.

Note for Supporting Documents:

- CPARS, PPIRS shall not be used as supporting documents for the Period of Performance.
- FPDS-NG Report can be used to substantiate the Period of Performance.

4. Obligated Dollar Amount: A minimum of \$25,000.00 obligated dollar amount is required for a REP to be acceptable.

*If submitting a COT, the aggregate obligated dollar value of the task orders shall be a minimum of \$25,000.00.

Note for Supporting Documents:

- CPARS, PPIRS shall not be used as supporting documents for obligated dollar value.
- FPDS-NG Report can be used to substantiate the obligated dollar value.

5. Scope: A REP is considered in-scope if it:

- Has a customized component (see Section C.3.1), and
- Falls under the scope of at least one of the KSAs specified in Section C.3.1.

Notes for Supporting Documents:

- The supporting documents to substantiate the scope of a REP shall be part of the award documents, such as: the Statement of Work (SOW), Statement of Objectives (SOO), Performance Work Statement (PWS); however, if a REP is a singular task order or Collection of Task Orders, the supporting document that identifies the scope must be specific to each task order and the SOW/PWS/SOO of the master contract (or BPA, FSS) is not acceptable.
- Offerors may submit a copy of the end product that has been delivered; however, the Offeror must submit enough supporting documentation that demonstrates the customization and the type of work that was done under the REP.

- Offerors may submit signed reference letters from their customer to substantiate the scope and customization element for a REP.
- FPDS-NG Report, CPARS, PPIRS shall not be used as supporting documents for scope.

6. NAICS Code: Four (4) out of six (6) REPs must be tied to one of the corresponding Pool NAICS codes:

NAICS Codes for Pool 1: 611430, 611699, 624310.

NAICS Codes for Pool 2: 541611, 541612, 541613, 541618, 611710

Notes for Supporting Documents:

The following documents can be used to substantiate the NAICS code requirement and shall be submitted for a REP:

- For Federal projects: Award documents, FPDS-NG Report, CPARS/PPIRS report, Attachment J.5 (Past Performance Evaluation Form). If the Pool NAICS code being claimed is not on or conflicts with the award documents, FPDS-NG report, CPARS/PPIRS report or Attachment J.5, the offeror must submit Attachment J.5.1 (NAICS Code Confirmation Form) that has been completed by a duly warranted Contracting Officer to confirm the preponderance of the work performed falls under one of the Pool's NAICS codes.
- For Non-Federal projects: Attachment J.5 (Past Performance Evaluation Form). If the REP does not have a past performance record (Attachment J.5), the Offeror shall select "Self-Certified" when completing Attachment J.4 (REPs Summary Form) or Attachment J.4.1 (COTs Summary Form). If Offeror does not select "Self-Certified," credit for the NAICS code will not be applied for the REP.

7. Past Performance Rating: An average of 3.00 points is the minimum past performance points required for a REP to be considered acceptable; see Section L.5.3.4 for the calculation method and required documents.

Notes for Supporting Documents:

- For Federal REPs: Offerors must submit the most recent CPARS/PPIRS report; if the report is not available, submit Attachment J.5 (Past Performance Evaluation Form) completed and signed by a duly warranted Contracting Officer for Federal projects, or the customer for Non-Federal projects. If the Government discovers a more current CPARS/PPIRS report, it will be used in lieu of Attachment J.5 (Past Performance Evaluation Form) or any other less current CPARS/PPIRS report that was submitted. Additionally, the more recent report will be used to adjust the past performance average rating and score accordingly (scoring adjustments made by the Government will only be decreases and not increases).

If submitting a COT, the CPARS/PPIRS report or Attachment J.5 (Past Performance Evaluation Form) shall list each task order. However, the CPARS/PPIRS report of the master contract (or BPA, FSS) is acceptable. If the past performance rating is submitted for each individual task order, the mean of the average past performance rating for each task order will be used.

- For single Task Order REPs, the CPARS/PPIRS report of the master contract (or BPA, FSS) is acceptable.
- For Non-Federal REPs: Offerors must submit Attachment J.5 (Past Performance Evaluation Form) completed and signed by the customer.
- For REPs without a record of past performance, the Offeror will not be evaluated favorably or unfavorably on past performance.

L.5.3.4 Past Performance Average Rating

The Past Performance Evaluation Areas include: Quality, Schedule, Cost Control, Management, Utilization of Small Business and Regulatory Compliance. If an Evaluation Area was not rated, that Evaluation Area will not be averaged into the final score.

Step 1- The Evaluation Area definition and allocated points are as follows:

Point	Rating	Definition
5	Exceptional	Performance meets contractual requirements and exceeds many to the Government’s benefit. The element being assessed was accomplished with few minor problems for which corrective actions taken by the Contractor were highly effective.
4	Very Good	Performance meets contractual requirements and exceeds some to the Government’s benefit. The element being assessed was accomplished with some minor problems for which corrective actions taken by the Contractor were effective.
3	Satisfactory	Performance meets contractual requirements. The element being assessed contains some minor problems for which corrective actions taken by the Contractor appear or were satisfactory.
1	Marginal	Performance does not meet some contractual requirements. The element being assessed reflects a serious problem for which the Contractor has not yet identified corrective actions.
0	Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The element being assessed contains a serious problem(s) for which the Contractor’s corrective actions appear or were ineffective.

Step 2- The scores will be totaled and divided by the number of rated Evaluation Areas rounding up to the hundredth decimal position. Each rated Evaluation Area shall be factored into the final score.

Step 3- If the combined average is 2.99 or below, the Offeror will fail the minimum requirements review and shall not be considered for award. Offerors that exceed the minimum past performance requirements will receive additional points in accordance with Section M.4.

L.5.3.5 REPs Scoring Elements

A proposal receives additional points for each of the following elements (See Section M.4 for details of the scoring). To receive points for each element, the offeror must substantiate each scoring element with supporting documents; for the type and the list of acceptable supporting documents refer to Sections L.5.3.2 and L.5.3.3.

- **REP Type:**
A proposal receives additional points for each Federal project REP.
- **Scope of each REP:**
A proposal receives additional points for each REP involving the performance or integration of more than one KSA.
- **Scope of six REPs combined:**
A proposal receives additional points if the cumulative of all six REPs involves the performance or integration of more than one KSA.
- **Annual Dollar Value:**
A proposal receives additional points for each REP's annual dollar value range. Annual dollar value for completed projects is determined as follows:
Total obligated dollars divided by the total number of months of performance (performed) multiplied by 12.
Note: the total number of months of performance must correspond with the obligated dollars. For the on-going projects, the obligated dollar value will be prorated for the period before the solicitation closing date.
- **Period of Performance:**
A proposal receives points for each REP's period of performance. **The period of performance is calculated from the award date to the completion date; options that have not been exercised and any period of performance beyond the closing date of this solicitation will not be counted toward the period of performance.** Offerors may take credit for the entire period of performance up to the closing date of this solicitation, as long as any portion of performance is within the past five years of the solicitation closing date.
- **Past Performance Rating:**
A proposal receives points for each REP with a past performance rating equal to or above 3.00 as described in Sections L.5.3.3 and L.5.3.4.
- **Subcontracting/Teaming:**
A proposal receives points for each REP involving subcontracting/teaming for services with at least three separate and distinct entities. The Offeror shall substantiate this element by submitting the contract or agreement between itself and each subcontracting/teaming entity that it is claiming credit for under each REP.

If submitting a COT, a minimum of one task order needs to involve Subcontracting/Teaming for services with at least three separate and distinct entities to receive points.
- **Cost-Reimbursement Type REP:**
A proposal receives additional points for a maximum of two REPs that include any percentage of cost-reimbursement types prescribed in FAR Subpart 16.3. If submitting a COT, a minimum of one task order shall be inclusive of any percentage of cost-reimbursement types prescribed in FAR Subpart 16.3.

L.5.4 VOLUME 4 - ACCREDITATIONS

Accreditations are not mandatory requirements; however, as part of the scoring system, Offerors will receive additional points for each accreditation in accordance with Section M.4.

In “Volume 4 – Accreditations” folder, Offerors must submit the following documents:

- Attachment J.8 (Accreditation List)
- Supporting documents for each submitted accreditation in accordance with the guidelines specified in this section.

Attachment J.8 (Accreditation List)

Offerors must complete Attachment J.8 (Accreditation List) listing all the accreditation information. A proposal will not receive any points for accreditation if the proposal is missing Attachment J.8. When submitting accreditation, refer to Section H for additional definitions and requirements. Additionally, accreditations are considered valid if they are not expired; if the accreditation does not have an expiration date, to be considered valid, it must have been issued within three years of the solicitation closing date.

ACCEPTABLE ESTIMATING SYSTEM

If claiming credit for this scoring element, the Offeror shall provide verification from the Defense Contract Management Agency (DCMA) or other Cognizant Federal Agency (CFA) of an estimating system that has been determined acceptable for budgeting and planning controls, and generating estimates of costs and other data included in proposals submitted to customers in the expectation of receiving contract awards.

Verification requirements include a copy of the Offeror’s current official audit report, if available, or official letterhead from DCMA or other CFA verifying the acceptability of the estimating system. The Offeror shall provide POC information that includes the name, address, phone number, and email of the representative at DCMA or other CFA that determined acceptability.

APPROVED PURCHASING SYSTEM

If claiming credit for this scoring element, the Offeror shall provide current verification from DCMA or other CFA of an approved purchasing system for compliance in the efficiency and effectiveness with which the Contractor spends Government funds and compliance with Government policy when subcontracting. Verification requirements include a copy of the Offeror’s current official Contractor Purchasing System Review (CPSR) report, if available, or official letterhead from DCMA or other CFA verifying the acceptability of the purchasing system.

The Offeror shall provide POC information that includes the name, address, phone number, and email of the representative at DCMA or other CFA that approved the purchasing system. The Offeror shall make reference to the page number and paragraph of the CPSR report or letter that determined the acceptability of the purchasing system.

FORWARD PRICING RATE AGREEMENTS (FPRA), FORWARD PRICING RATE RECOMMENDATIONS (FPRR), OR AUDITED BILLING RATES

If claiming credit for this scoring element, the Offeror shall provide copies of Forward Pricing Rate Agreements (FPRA), Forward Pricing Rate Recommendations (FPRR), audited billing rates and/or related audit reports issued by DCMA, DCAA, or another CFA.

Verification requirements include a copy of the Offeror's current official FPRA, FPRR, audited billing rates, audit report and audit report number from DCAA, DCMA, or other CFA Contracting Officer's determination identifying the rates in the FPRA, FPRR, or audited billing rates.

The Offeror shall provide POC information that includes the name, address, phone number, and email of the representative at its cognizant DCMA, DCAA, or other CFA that determined acceptability. The Offeror shall make reference to the page number and paragraph of the audit report or letter that sets forth the FPRA, FPRR, and/or audited billing rates.

EARNED VALUE MANAGEMENT SYSTEM (EVMS)

If claiming credit for this scoring element, the Offeror shall provide verification of compliance with the EVMS ANSI/EIA Standard-748 as set forth in GSAM Subpart 534.2.

1. Verification requirements for this accreditation include any of the following:
 1. A copy of the Offeror's current EVMS ANSI/EIA Standard-748 certification as issued by an approved third party, or
 1. Determination from DCMA or any CFA other than DCMA wherein the Offeror's EVMS has been found to be in compliance with the ANSI/EIA Standard-748 (i.e., such as through the execution of an Integrated Baseline Review (IBR) in accordance with FAR Section 34.202), or
 1. A copy of the Offeror's current official audit report from DCAA, or any CFA other than DCAA, as applicable, indicating compliance with the ANSI/EIA Standard-748.

If only part of an Offeror's organization has an EVMS that is compliant with ANSI/EIA Standard-748, the Offeror shall make the distinction between which business units or sites and geographic locations are compliant.

The Offeror shall provide POC information that includes the name, address, phone number, and email of the representative that verified compliance. The Offeror shall make reference to the page number and paragraph of the audit report or letter that determined the acceptability of the EVMS ANSI/EIA Standard-748.

ISO 9001:2015 CERTIFICATION AND ISO/IEC 27001:2013 OR 27001:2017

If claiming credit for this scoring element, the Offeror shall provide verification of its ISO 9001:2015, ISO/IEC 27001:2013, or 27001:2017 Certification.

Verification requirements include a copy of the Offeror's current official audit report from an approved certifying body. If only part of a Contractor's organization is certified, the Offeror shall make the distinction between which business units or sites and geographic locations have been certified.

The Offeror shall provide POC information that includes the name of the certifying body and name, address, phone number, and email of the representative who provided the certification. The Offeror shall make reference to the page number and paragraph of the audit report or letter that determined the approval of the certification.

L.5.5 VOLUME 5- PRICING

Competition at the task order level will establish fair and reasonable pricing for task orders placed under HCaTS for all contact types. For those relatively rare instances when competition does not exist for Time-and-Materials (T&M) or Labor-Hour (L-H) task orders, these fully burdened ceiling rates will be available for the OCO to consider and use. The OCO has the flexibility to exceed these fully burdened ceiling rates, but are cautioned to do so when justified, such as for requirements in need of a special security clearance or outside the contiguous United States related work.

The Offeror shall propose fully burdened ceiling rates for sole-source T&M/L-H task orders for every HCaTS labor category at each level (Junior, Journeyman, Senior, SME) as set forth in Attachment J.1 (Standardized Labor Categories). Please note that Attachment J.7.1 (see Section L.5.5.1) contains direct labor rate ranges whereas the offeror must input fully burdened ceiling labor rates into Column D in Attachment J.7 (Price Worksheet) under both tabs (“Government Site Labor Rates” and “Contractor Site Labor Rates”).

The fully burdened ceiling rates are to be based upon the highest qualified employee within a given labor category or group, working in the highest paid area within the contiguous United States, on a highly complex requirement, excluding Secret/Top Secret/Sensitive Compartmented Information. When establishing fully burdened ceiling rates, Offerors shall consider the risk under a T&M/L-H type task order.

Attachment J.7 (Price Worksheet) will populate the fully burdened ceiling rates for Years 4 through 16 of HCaTS starting with FY20. The escalation factor is embedded in the spreadsheet. This escalation factor is determined by the Bureau of Labor Statistics (BLS) Employment Cost Index (ECI) and is based on the average annual BLS ECI for the previous three years from the date the original HCaTS solicitation was issued.

Keep in mind that, in accordance with Section B.2.5, HCaTS will only establish fully burdened ceiling rates for T&M/L-H task orders/CLINs placed on a sole-source basis or when adequate price competition is not anticipated; therefore, the proposed fully burdened ceiling rates do not apply to fixed-price, cost-reimbursement, or T&M/L-H task orders when adequate price competition is anticipated.

L.5.5.1 DIRECT LABOR RATES

Attachment J.7.1 (Direct Labor Rate Ranges – HCaTS 8(a)) is provided as a reference when establishing fully burdened ceiling rates for each HCaTS labor category. Attachment J.7.1 contains direct labor rate ranges found acceptable by the Government for all HCaTS labor categories. Direct labor rates are labor rates that are not burdened with indirect rates such as fringe benefits, overhead, general and administrative expenses, and profit.

L.6 OFFICIAL LEGAL ENTITY

All minimum requirements and scored evaluation criteria an Offeror is submitting a proposal and taking credit for as a Prime Contractor must be in the Offeror’s official legal entity name and address as submitted in Block 15A on Attachment J.10 (SF-33 Form). The exceptions are if the Offeror is claiming a minimum requirement or scored evaluation criteria in accordance with section L.6.1, L.6.3.

The Offeror's name on the Attachment J.10 (SF-33 Form) Block 15A, must match the name of the Offeror in the System for Award Management at <https://sam.gov/> corresponding with the entity's DUNS number and CAGE code. Additionally, an Offeror must **not** consist of more than one entity.

L.6.1 MERGERS, ACQUISITIONS, NOVATIONS, AND CHANGE-OF-NAME AGREEMENTS

By the closing date of this solicitation, if an Offeror has acquired another company, the Offeror may claim credit for the relevant experience projects, past performance, systems and certifications of the acquired company, if applicable. In the event of a Government-approved novation of a U.S. Federal contract, the transferor Contractor may claim credit for the portion of the contract that was performed before the novation's approval date. The transferee Contractor may claim credit for the portion of the mentioned contract that was performed after the novation's approval date.

To be acceptable, the Offeror must submit supporting documents substantiating the merger, acquisition, Novation or Name-Change.

L.6.2 INVERTED DOMESTIC CORPORATIONS

Inverted Domestic Corporations are not eligible for award under this solicitation as defined in FAR 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

L.6.3 MEANINGFUL RELATIONSHIP COMMITMENT LETTERS (MRCL) (IF APPLICABLE)

Within a corporate structure, an Offeror may utilize resources from a parent organization, affiliate, division, and/or subsidiary. The Government allows an Offeror to take credit for any evaluation criteria, including REPs, accreditations from a parent company, affiliate, division, and/or subsidiary as long as there is a meaningful relationship to the Offeror and commitment letters are provided to the Government.

Affiliates are business concerns that are affiliates of each other if, directly or indirectly, either one controls or has the power to control the other, or another concern controls or has the power to control both. A division is a separate business unit of a company representing a specific business function. Subsidiary means an entity in which more than fifty percent (50%) of the entity is owned directly by a parent organization, or through another subsidiary of a parent organization.

For the purposes of HCaTS, a meaningful relationship exists within a corporate structure when at least one of the following conditions is present:

1. An entity is a wholly owned subsidiary of a parent organization
2. An entity is a parent of a wholly owned subsidiary
3. An entity operates under a single internal operational unit
4. An entity operates under a consolidated accounting system
5. An entity operates under a consolidated purchasing system
6. An entity operates under a consolidated human resources or personnel system
7. An entity operates under common policy and corporate guidelines
8. Operating structure between the entities includes internal organizational reporting lines and management chains for lines of business that operate across the formal corporate subsidiaries.

For each evaluation criteria that involves a MRCL, the Offeror shall provide all of the following documents:

- Clear and legal identification of the meaningful relationship between the Offeror and entity identified;
- A statement of commitment as to the performance and utilization of the identified entity's resources on HCaTS task orders;
- Each applicable proposal element must be clearly and specifically identified in all solicitation attachments; and
- Signatures of both the Offeror and the Meaningful Relationship Entity.

In the event that a parent organization has complete and full control over all meaningful relationship entities, the parent organization may prepare a single MRCL that identifies all elements required above. MRCLs will be incorporated by reference into any resulting contract.

**PART IV: REPRESENTATIONS AND INSTRUCTIONS
SECTION M: EVALUATION FACTORS FOR AWARD**

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

This solicitation incorporates one or more Federal Acquisition Regulation (FAR) provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. 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 proposal. Also, the full text of a solicitation provision may be accessed electronically at this address: <https://www.acquisition.gov/>.

FAR	TITLE	DATE
52.217-5	Evaluation of Options	JUL 1990

M.2 BASIS FOR AWARDS

The source selection process on HCaTS will neither be based on tradeoffs, as prescribed in FAR Subsection 15.101-1, nor Lowest Price Technically Acceptable (LPTA), as prescribed in FAR Subsection 15.101-2. Within the best value continuum, FAR Section 15.101 defines best value as using any one or a combination of source selection approaches. For HCaTS, the best value basis for awards will be determined by the Highest Technically Rated with Fair and Reasonable Prices (HTRFRP) method.

The HTRFRP method will best achieve the objective of awarding contracts to Offerors of varying core expertise in a variety of Key Service Areas (KSAs) with qualities that are most important to the Government, such as relevant experience, past performance, and accreditations.

The Government intends to award contracts without discussions. Initial proposals shall contain the best offer. The Government may conduct clarifications, as prescribed in FAR Paragraph 15.306(a). The Government reserves the right to conduct discussions, if determined necessary, as prescribed in FAR Paragraph 15.306(d).

The awards under HCaTS 8(a) are contingent on the SBA's acceptance; for each apparent successful Offeror, the offer letter will be submitted to SBA cognizant representative and upon SBA's acceptance, the award will be made.

This solicitation's intended award information is as follows:

Vehicle: HCaTS 8(a) - Pool 1
Anticipated Number of Awards: Approximately 20
Predominant NAICS Code: 611430
Size Standard: \$12 Million

Vehicle: HCaTS 8(a) - Pool 2
Anticipated Number of Awards: Approximately 20
Predominant NAICS Code: 541612
Size Standard: \$16.5 Million

The Government reserves the right to make no awards, or less than 20 awards per pool, depending on the results of the evaluation of offers received.

NOTE: In this solicitation, the proposals will be ranked separately for each Pool. For each Pool, reference to "Top 20" encompasses:

- 20 proposals with the highest self-scores, plus
- Proposals with a self-score tied to the 20th position. To be considered tied, the score must be within 50 points of the 20th position

M.2.1 EXISTING HCaTS CONTRACTORS

In this solicitation, the proposals will be ranked separately for each Pool. For each Pool, reference to "Top 20" encompasses:

- 20 proposals with the highest self-scores, plus
- Proposals with a self-score tied to the 20th position. To be considered tied, the score must be within 50 points of the 20th position, plus
- Proposals submitted by existing HCaTS SB contractors with active 8(a) status.

Priority for existing contractors: Existing HCaTS SB contractors with active 8(a) status will be given priority and will be included in the Top 20 regardless of their total self-score. However, if an Offeror applies for both Pools, but is only considered an existing HCaTS contractor under one Pool, the contractor will only receive priority for the Pool in which it is an existing contractor. The Offeror must submit Attachment J.3, Self-Scoring Worksheet, and its proposal will be ranked based on total self-score in the Pool where it is not considered an existing contractor.

M.3 SCREENING AND EVALUATION PROCESS

Before the evaluation process, all the proposal packages will be logged with the date and time of delivery using the provided tracking number. Late proposals will be rejected and removed from further consideration for award and offerors will be notified, in writing, as soon as practicable.

During the Screening and Evaluation Process:

- If a proposal is removed from further consideration for award, the Government will conduct the initial review with the next highest self-scored proposal.
- In the event the evaluation team discovers misleading, falsified or fraudulent proposal information or support, the Offeror shall be eliminated from further consideration for award. Falsification of any proposal submission, documents, or statements may subject the

Offeror to civil or criminal prosecution under Section 1001 of Title 18 of the United States Code.

The HCaTS source selection team will perform the evaluation process in four phases:

1. Initial Review
2. Technical Review
3. Responsibility Determination
4. Pricing

M.3.1 Initial Review

For each Pool, the source selection team conducts the initial review phase as follows:

A- Using Attachment J.3 (Self-Scoring Worksheet), all the proposals will be ranked based on the provided score; then the Top 20 proposals with the highest self-score will be considered for further evaluation.

B- Using Attachment J.2 (Proposal Checklist) as a reference, the evaluation team reviews the Top 20 proposals to verify proposals meet the minimum material requirements.

During this phase, a proposal missing any of the following documents constitutes a material omission and will be removed from further consideration for award:

- Attachment J.2 (Proposal Checklist)
- Attachment J.3 (Self-Scoring Worksheet)(one for each pool if applying for both pools)
- Attachment J.4 (REPs Summary Form)
- Attachment J.6 (Section K - Form)
- Attachment J.7 (Price Worksheet) or the offeror did not provide pricing for at least one labor category. The offeror must have provided the rates for the total of 168 labor categories (under both Government-Site and Contractor-Site).
- Attachment J.9 (GSA Form 527)
- Attachment J.10 (SF-33 Form) and its amendments (if any)
- Professional Employee Compensation Plan
- Uncompensated Overtime Policy
- Small Business Certification

Clarifications will be conducted during this phase only if the Government cannot locate a document in the Offeror's proposal. However, clarifications are solely for the purpose of locating a document in the submitted proposal and the Offeror will not be allowed to revise or submit any documents during the clarification process or the initial review phase.

M.3.2 Technical Review

In this phase, for each Pool, the source selection team evaluates the Top 20 proposals to verify that all six REPs under each proposal meet the minimum requirements and definitions specified in Section L.5.3. Concurrently, the scoring elements will be evaluated for all REPs. The evaluation process in this phase is as follows:

A- Using Attachment J.4 (REPs Summary Form) and Attachment J.4.1 (COTs Summary Form), the Government verifies each element of the minimum requirements against the submitted supporting documents.

- B-** Using Attachment J.4 (REPs Summary Form) and Attachment J.4.1 (COTs Summary Form), the Government verifies each scoring element against the submitted supporting documents.
- C-** Using Attachment J.8 (Accreditation List), all the submitted accreditations are reviewed against the substantiating documents as prescribed in Section L.5.4. A proposal will not receive any points for accreditation if the proposal is missing Attachment J.8. If accreditation information has not been substantiated by supporting documents in the proposal, it will not receive points.
- D-** Using Attachment J.3 (Self-Scoring Worksheet), the REPs scoring elements and Accreditations will be reviewed for accuracy and the Offeror's self-assigned point value will be verified against the submitted proposal documents. Scoring will be assessed in accordance with the Scoring Table in Section M.4. In the event that a claimed evaluation element cannot be verified within the submitted proposal, the Offeror's preliminary score will be decreased accordingly. The adjustment of the Offeror's score will only be decreased and never increased for any scoring element.

In this phase, the following proposals will be removed from further consideration for award:

- Proposals with more than two (2) Collection of Task Orders
- Proposals with more than six REPs
- Proposals with at least one REP that does not meet one of the minimum requirements or definitions in Section L.5.3.
- Proposals with a Collection of Task Orders, but are missing the Attachment J.4.1 (COTs Summary Form)

Clarifications will be conducted during this phase only if the Government cannot verify a minimum requirement for a REP's minimum requirement or a scoring element in the Offeror's proposal. However, the clarification is solely for the purpose of locating a document in the submitted proposal and the Offeror will not be allowed to revise or submit any documents during clarifications.

M.3.3 Responsibility Determination

The Government makes the overall responsibility determination as prescribed in FAR Subsection 9.104-1 on a pass/fail basis. In accordance with FAR Section 9.103, Offerors that are determined non-responsible shall not be considered for award. The Government makes the overall determination of responsibility considering the following information:

- Small Business Certifications
- Reports in the Contractor Performance Assessment Reporting Systems (CPARS) and Federal Awardee Performance and Integrity Information System (FAPIIS)
- Representations and Certifications at FAR 52.209-5 (see Section K) and Section K in its entirety
- Professional Compensation Plan
- Uncompensated Overtime Policy
- Meaningful Relationship Commitment Letters (MRCL), Merger/Acquisition/Novation/Change-Name documents (if applicable)
- GSA Form 527 and supporting documents for the Offeror's qualification and financial information

Offerors that have passed the Initial and Technical Evaluation phases are considered apparent successful Offerors and will be evaluated for a responsibility determination in accordance with FAR Subpart 9.1. A satisfactory record of integrity and business ethics will be required and Offerors may be asked to supply additional documents as part of the Government's responsibility determination.

Small Business Certifications

Offerors must submit a current copy of their SAM registration and Representations and Certifications. The Offeror must maintain an active registration with annual updates. The offeror must not have an active exclusion in SAM. The Offeror's Legal Name, DUNS number, and Address in Block 15A on the SF33 must match the information in the Offeror's SAM registration.

Offerors must be a certified Small Business with an active 8(a) status with a valid and up to date 8(a) certification in SAM before the solicitation closing date and time in accordance with Section L.5.2.

Federal Awardee Performance and Integrity Information System (FAPIS)

In making the determination of responsibility, information in CPARS and FAPIS will be considered.

Section K - Representations and Certifications

The Offeror shall complete and submit Attachment J.6 (Section K – Form)

Professional Employee Compensation Plan

Evaluation of an Offeror's professional employee compensation plan is subject to FAR 52.222-46.

Uncompensated Overtime Policy

Evaluation of an Offeror's uncompensated overtime policy is subject to FAR 52.237-10.

GSA Form 527 and Supporting Documents

In accordance with Section L.3.5.2, the Offeror must complete and submit Attachment J.9 (GSA Form 527) and all supporting financial documentation. Upon completing its review of the documents, the Government may request additional information to assist in its determination of the Offeror's financial responsibility. All financial documents shall be submitted in the Offeror's legal business name.

M.3.4 Pricing:

The current HCaTS SB contracts for Pool 1 and Pool 2 have an established uniform pricing range for all HCaTS Labor Categories that has been determined fair and reasonable. For the contracts awarded as a result of this solicitation, the Government intends to use the established pricing range.

Using Attachment J.7 (Price Worksheet), the Government will review the proposed pricing for all labor categories and notify the contractor if any of the proposed rates are outside the established pricing range. The Government will conduct exchanges during this phase if the proposed pricing is outside the range for one or more labor categories. For pricing outside the acceptable range, the Offeror will receive a chance to:

- For pricing higher than the acceptable pricing range: Lower the proposed pricing to fit into the pricing range.

- For pricing lower than the acceptable pricing range: Provide a brief explanation. Please note, it is within the Contracting Officer’s discretion to determine the acceptability of an Offeror’s justification.

M.4 PROPOSAL SCORING:

After the minimum requirements review is conducted, only those proposals that meet the minimum requirements will receive additional points based on the following scoring table.

Description	Points
REP Type (for each REP)	
Non-Federal Project	0
Federal Project	300
REP Scope (for each REP)	
One KSA	0
Two KSAs	600
Three KSAs	1200
Six REPs Aggregated Scope (all REPs combined)	
One KSA	0
Two KSAs	500
Three KSAs	1000
REP Annual Value (for each REP)	
Is equal to or greater than \$100,000.00 but less than \$300,000.00 on an annual basis.	125
Is equal to or greater than \$300,000.00 but less than \$500,000.00 on an annual basis.	150
Is equal to or greater than \$500,000.00 but less than \$700,000.00 on an annual basis.	175
Is equal to or greater than \$700,000.00 but less than \$900,000.00 on an annual basis.	200
Is equal to or greater than \$900,000.00 on an annual basis.	225
REP Period of Performance (for each REP)	
Is equal to or greater than 13 months but less than 37 months.	100
Is equal to or greater than 37 months but less than 61 months.	125
Is equal to or greater than 61 months.	150
REP Subcontracting/Teaming (for each REP)	
Involves Subcontracting/Teaming with at least 3 entities	85
REP Cost-Reimbursement type (for maximum of 2 REPs)	
Inclusive of Cost-Reimbursement type	50
REP Past Performance Rating (for each REP)	
The rating is less than 3.00	0
The rating is equal to or greater than 3.00, but less than 3.50	200
The rating is equal to or greater than 3.50, but less than 3.75	400
The rating is equal to or greater than 3.75, but less than 4.00	600
The rating is equal to or greater than 4.00, but less than 4.25	1000

The rating is equal to or greater than 4.25, but less than 4.50	1500
The rating is equal to or greater than 4.50, but less than 4.75	2000
The rating is equal to or greater than 4.75	2500
Accreditation	
Acceptable Estimating System	25
Approved Purchasing System	25
Forward Pricing Rate Agreements (FPRA)	20
Forward Pricing Rate Recommendations (FPRR)	15
Audited Billing Rates	10
EVMS ANSI/EIA Standard-748	10
ISO 9001:2015 Certification	30
ISO/IEC 27001:2013 or 27001:2017 Certification	30

M.5 KEY PERSONNEL

Before award, apparent awardees shall designate two Key Personnel for the resulting contract as prescribed in Section G.2.6. After award, the contractor shall be obligated to adhere to the proposed minimum qualifications of each key position. No changes to specific personnel proposed for key positions may be made without the Government’s consent.

(END OF SECTION M)