

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER 0011506222-0001		PAGE 1 OF 18	
2. CONTRACT NO. W911QY20P0198		3. AWARD/EFFECTIVE DATE 30-Jun-2020		4. ORDER NUMBER		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No Collect Calls)	
9. ISSUED BY W6QK ACC-APG NATICK CONTRACTING DIVISION BLDG 1 GENERAL GREENE AVENUE NATICK MA 01760-5011  TEL: FAX: 508-233-5700		CODE W911QY		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 541611 SIZE STANDARD: \$16,500,000			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30 Days		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO JPEO-CBRND-EB (b) (6) 110 THOMAS JOHNSON DRIVE FORT DETRICK MD 21702		CODE W56XNH		16. ADMINISTERED BY  <b>SEE ITEM 9</b>			
17a. CONTRACTOR/OFFEROR BCG FEDERAL CORP (b) (6) 4800 HAMPDEN LN STE 400 BETHESDA MD 20814-2938 (b) (6)		CODE 6WAG5		FACILITY CODE		18a. PAYMENT WILL BE MADE BY DEFENSE FINANCE AND ACCOUNTING SERVICE DFAS-INDY VP GFEB5 8899 E 56TH STREET INDIANAPOLIS IN 46249-3800	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY		22. UNIT
		<b>SEE SCHEDULE</b>					
					23. UNIT PRICE		24. AMOUNT
25. ACCOUNTING AND APPROPRIATION DATA  <b>See Schedule</b>						26. TOTAL AWARD AMOUNT (For Govt. Use Only)  <b>\$742,652.00</b>	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.		ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.		ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.  REF: BCG Proposal JPEO CBRND_200621				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR (b) (6)				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  (b) (6)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) (b) (6) Managing Director and Partner		30c. DATE SIGNED  06/30/20		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) (b) (6) TEL: EMAIL:		31c. DATE SIGNED  1-July-2020	

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p><b>SEE SCHEDULE</b></p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED  INSPECTED  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT ( <i>Location</i> )	
		42c. DATE REC'D ( <i>YY/MM/DD</i> )	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

## STATEMENT OF WORK

### **EXECUTIVE SUMMARY**

The current COVID-19 pandemic demands action in developing life-saving protective and therapeutic products. Lifesaving protective and therapeutic products are items such as vaccines, which protect humans from deadly pathogens, or therapeutics or 'therapies' which can treat a human from the impacts of deadly pathogens. This document provides a summary of the buckets of activity where specialized support is required to ensure the JPEO can accomplish the mission at hand and deliver doses of vaccines and therapeutics, also known as 'medicines' to DOD personnel and the nation. As the situation is dynamic, it is anticipated that additional modifications will be needed, to account for the changing nature of the COVID-19 pandemic.

### **STRATEGIC COMMUNICATIONS**

BCG support is integral to the success of the DOD particularly from an Operation Warp Speed (OWS) vantage. (b) (4)

From a DOD perspective, BCG support is necessary to provide critical strategic messaging. These communications will be vertically through DOD and horizontally across OWS, and pertain to the various vaccine and therapeutic efforts in our portfolio. Therapeutic efforts include the monoclonal antibodies and SARS-COV2 polyclonals. Target audiences include OWS leadership and DOD leadership from the JPEO to Deputy Secretary of Defense, to the Secretary of Defense himself. Consistency of messaging is critical and BCG support will be necessary to integrate with current reporting structures in place, as well as bridging the divide between reporting at the tactical level and strategic interagency level. Specific activities will include preparation for and participation in senior leadership DOD/OWS/interagency meetings, debriefing JPEO on OWS activities, development of briefings, information papers, and other supporting documentation, which are in high demand at this point in time.

### **TASKERS**

In the current environment, short turn suspense taskers are an almost daily occurrence. Support from BCG is required to assist in running these information taskers to ground. These may include (but are not limited to), information requests, representation of JPEO at interagency meetings, participation in OWS meetings and cover the topic areas of vaccine and therapeutic development efforts, clinical trials and manufacturing. Taskers can be anywhere from short term (hours) to mid-term (days) and are of such a nature that an individual integrated into the OWS effort is uniquely suited to complete.

### **PROGRAM MANAGEMENT ACTIVITIES**

The increased volume of activity from baseline is enormous. Our team is staffed to handle the day to day tactical execution of activities, but BCG is required to assist with managing and organizing the overarching strategic activities within JPEO EB senior leadership. Specific activities include, but are not limited to, daily coordination and integration of DOD and OWS calendars, coordination and

integration of OWS/interagency meetings, maintenance and management of tasker lists, team communications and delegation of support.

## SPECIFIC REQUIREMENTS

1. BCG shall provide strategic guidance and organizational structure for the vaccine acceleration project including aligning strategic messages as well as programmatic accomplishment with OWS.
2. BCG shall optimize organizational processes to allow for improved results.
3. BCG shall drive portfolio alignment with Antibody products within OWS therapeutic efforts.
4. BCG shall assist with portfolio analysis of Antibody therapeutic products for best product development strategies, manufacturing opportunities, and product roll out.
5. BCG shall conduct gap analysis critical necessary for personnel to achieve vaccine acceleration goals and leadership expectations.

## QASP

### QUALITY ASSURANCE SURVEILLANCE PLAN

**1. Objective.** This Quality Assurance Surveillance Plan (QASP) serves as the principal basis for assessing overall performance quality. This document will be used by the Government to assess the effectiveness of the Contractor's technical services. This QASP provides the methodology by which the Contractor's performance will be monitored to determine compliance with established performance objectives and to establish performance benchmarks that ensure a quantifiable basis for measuring effectiveness. The plan is designed so that surveillance is limited to that which is necessary to verify the Contractor is performing technical services satisfactorily and relates directly to performance objectives of the performance objectives delineated in the SOW.

**2. Government Surveillance.** The Contracting Officer will appoint a technical representative to function as the Technical Representative for this contract, and her/his authority will be limited to administering specific technical aspects of the contract. The Contracting Officer's Technical Representative (COTR) will not provide direction that is outside the scope of responsibilities delineated under this contract and will defer any conditional interpretations to the Contracting Officer. The COTR will:

- Maintain a detailed knowledge of the technical requirements of the contract;
- Document Contractor performance in accordance with the QASP;
- Identify and immediately forward notifications of deficient, or non-compliant performance to the Contracting Officer;
- Approve priorities of support, resources, and associated schedules.

**3. Surveillance Methods.** Surveillance of Contractor performance is the method used by the Government to determine whether the contractor is effectively and efficiently complying with all terms and conditions of the contract. The functional expertise of the COTR plays a critical role in adequately evaluating contractor performance.

**4. Objectives.** This contract incorporates the following objectives: The proposed effort is for COVID-19 Support Services for JPEO-CBRND-EB.

It is the contractor's responsibility to employ the necessary resources to ensure accomplishment of these objectives. The Government's assessment of the contractor's performance in achieving these objectives will utilize the standards, acceptable quality levels, and surveillance methods described in the Performance Requirements Summary matrix set forth below.

The contractor will be notified, in writing, of the Government's determination of its

performance level for each performance objective, including all instances where the contractor failed to meet the acceptable quality level.

**PERFORMANCE OBJECTIVES  
SUMMARY MATRIX**

TASK/ DELIVERABLE	PERFORMANCE STANDARD	PERFORMANCE INDICATOR/ACCEPT ABLE LEVEL OF PERFORMANCE (ALP)	METHOD OF SURVEILLANCE	PERFORMANCE RATING
<p><b>Technical Performance</b></p> <p><b>COVID-19 Support Services</b></p>	<p>Contract requirements met with few minor and no significant problems encountered.</p> <p><i>Performance meets all technical and functional requirements, and is highly responsive to any changes in technical focus of the project.</i></p>	<p>Contractor technical performance meets all contract requirements.</p> <p><b>Problems that are encountered are minor and resolved in a satisfactory manner.</b></p>	<p><b>Assessment of Workforce Qualifications and Availability of Resources</b></p>	<p><b>Assignment of performance rating for QUALITY criteria:</b></p> <p><u>Excellent</u> <i>Performance meets all and exceeds standard compliance of many CONTRACT requirements. Problems that are encountered are minor and resolved in a highly effective manner.</i></p> <p><u>Acceptable</u> <i>Performance and deliverables meet all contract requirements. Problems that are encountered are minor and resolved in a satisfactory manner.</i></p> <p><u>Unacceptable</u> <i>Many contract requirements not met. Substantial problems were encountered and were resolved in a less than satisfactory manner.</i></p>
<p><b>Adherence to Milestone Schedule</b></p>	<p>Contract milestones, periods of performance, and/or data submission dates are met or exceeded; highly qualified Key Personnel are available as required.</p>	<p>Contractor meets Contract milestone requirements at least 90% of the time, or satisfactorily describes the reason for failure (excluding government- caused delays).</p>	<p><b>Frequent discussion of progress to date</b></p>	<p><b>Assignment of performance rating for SCHEDULE criteria:</b></p> <p><u>Excellent</u> <i>Contract milestones/ performance dates met or exceeded at least 95% of time (excluding government caused delays)</i></p> <p><u>Acceptable</u> <i>Contract milestones/ performance dates met or exceeded at least 85- 95% of time (excluding government caused delays)</i></p> <p><u>Unacceptable</u> <i>Contract milestones/ performance dates met less than 85% of time (excluding government caused delays)</i></p>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	COVID-19 Support Services FFP The Contractor shall perform COVID-19 Support Services in accordance with the Statement of Work and their proposal titled "BCG Proposal for JPEO-CBRND_200621." FOB: Destination PURCHASE REQUEST NUMBER: 0011506222-0001 PSC CD: R425	(b)	Each	(b) (4)	\$742,652.00
NET AMT					\$742,652.00
ACRN AA CIN: GFEBS001150622200001					\$742,652.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Contractor Manpower Reporting FFP The contractor shall perform the accounting for contract services as required by Section 2330a of title 10, United States Code (10 USC 2330a). This ten (10) week period of performance will have to account for Fiscal Year 2020. FOB: Destination PSC CD: R425	1	Each		NSP
NET AMT					

**INSPECTION AND ACCEPTANCE TERMS**

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 30-JUN-2020 TO 08-SEP-2020	N/A	JPEO-CBRND-EB REBECCA KURNAT 110 THOMAS JOHNSON DRIVE FORT DETRICK MD 21702 301-755-3619 FOB: Destination	W56XNH
0002	31-OCT-2020	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	W56XNH

## ACCOUNTING AND APPROPRIATION DATA

AA: 09720202021013000018170552520252 S.0074658.4.3.2 6100.9000021001  
 COST CODE: AHPDD  
 AMOUNT: \$742,652.00

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	0001	GFEB001150622200001	\$742,652.00

## CLAUSES INCORPORATED BY REFERENCE

52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	JUL 2016
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2018
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-25	Prompt Payment	JAN 2017
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
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-17	Government Delay Of Work	APR 1984
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7002	Payment For Contract Line or Subline Items Not Separately Priced	APR 2020
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7006	Billing Instructions	OCT 2005
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7001	Buy American And Balance Of Payments Program-- Basic	DEC 2017
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2017
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	AUG 2016
252.247-7023	Transportation of Supplies by Sea	FEB 2019

#### CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

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

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

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

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

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

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

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

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

\_\_\_ (5) [Reserved]

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

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

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

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

\_\_\_ (10) [Reserved]

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

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

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

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

- \_\_\_ (13) [Reserved]
- \_\_\_ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (MAR 2020) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (MAR 2020).
- \_\_\_ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (MAR 2020) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (MAR 2020) of 52.219-7.
- \_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (JUN 2020) (15 U.S.C. 637(d)(4)).
- \_\_\_ (ii) Alternate I (NOV 2016) of 52.219-9.
- \_\_\_ (iii) Alternate II (NOV 2016) of 52.219-9.
- \_\_\_ (iv) Alternate III (JUN 2020) of 52.219-9.
- \_\_\_ (v) Alternate IV (JUN 2020) of 52.219-9.
- \_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- \_\_\_ (19) 52.219-14, Limitations on Subcontracting (MAR 2020) (15 U.S.C. 637(a)(14)).
- \_\_\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) (15 U.S.C. 657f).
- XX (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (MAR 2020) (15 U.S.C. 632(a)(2)).
- \_\_\_ (ii) Alternate I (MAR 2020) of 52.219-28.
- \_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (MAR 2020) (15 U.S.C. 637(m)).
- \_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (MAR 2020) (15 U.S.C. 637(m)).
- \_\_\_ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- \_\_\_ (26) 52.219-33, Nonmanufacturer Rule (MAR 2020) (15 U.S.C. 637(a)(17)).
- XX (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- XX(28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2020) (E.O. 13126).
- XX (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- XX (30)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).
- \_\_\_ (ii) Alternate I (FEB 1999) of 52.222-26.
- XX (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

\_\_\_ (ii) Alternate I (JUL 2014) of 52.222-35.

XX (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

\_\_\_ (ii) Alternate I (JUL 2014) of 52.222-36.

XX (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

XX (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

XX (35)(i) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_ (36) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

\_\_\_ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

\_\_\_ (40) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (OCT 2015) of 52.223-13.

\_\_\_ (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (JUN 2014) of 52.223-14.

XX (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

XX (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (JUN 2014) of 52.223-16.

\_\_\_ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

\_\_\_ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

\_\_\_ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

\_\_\_ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

\_\_\_ (ii) Alternate I (JAN 2017) of 52.224-3.

\_\_\_ (48) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 83).

XX (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

\_\_\_ (ii) Alternate I (MAY 2014) of 52.225-3.

\_\_\_ (iii) Alternate II (MAY 2014) of 52.225-3.

\_\_\_ (iv) Alternate III (MAY 2014) of 52.225-3.

\_\_\_ (50) 52.225-5, Trade Agreements (OCT 2019) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XX (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150

\_\_\_ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

\_\_\_ (55) 52.229-12, Tax on Certain Foreign Procurements (JUN 2020).

\_\_\_ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_ (57) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

XX (58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

\_\_\_ (59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

\_\_\_ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

\_\_\_ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

\_\_\_ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

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

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

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

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

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

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

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

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

\_\_\_\_\_ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

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

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

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

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

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

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

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

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

- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (vii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).
- (xiii) \_\_\_\_\_ (A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).  
\_\_\_\_\_ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).
- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- (xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).  
(B) Alternate I (Jan 2017) of [52.224-3](#).
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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

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

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

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<https://www.acquisition.gov/browse/index/far>

(End of clause)

#### 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and



(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

**Combo**

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

**Invoice 2 in 1**

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0490
Issue By DoDAAC	W911QY
Admin DoDAAC**	W911QY

Inspect By DoDAAC	W56XNH
Service Approver (DoDAAC)	W56XNH
Service Acceptor (DoDAAC)	W56XNH

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

**(b) (6)**

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)



**BCG  
FED**

Price proposal  
Cover page

**Date:** June 18, 2020

**Firm:** BCG Federal Corporation ("BCG")  
4800 Hampden Lane, Suite 1200  
Bethesda, MD 20814

**Solicitation:** Statement of Work titled, COVID-19 Support Services for  
JPEO-CBRND

**CAGE:** 6WAG5

**DUNS:** 07-881-4635

**Contracts & Admin POC:** (b) (6)  
Senior Contracts Analyst

(b) (6)

**Primary POC:** (b) (6)  
Managing Director and Partner

(b) (6)

BCG is compliant with the RFP terms and conditions and  
acknowledges all amendments.

This Proposal is valid until August 30, 2020

**Signed:**

By: (b) (6)  
Managing Director and Partner

**PROPRIETARY & CONFIDENTIAL**

~~This proposal includes information that shall not be disclosed outside of the client's organization and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal. The information is a trade secret or confidential and not subject to disclosure under any federal or state freedom of information law or regulation. BCG requests prompt written notice of any request for disclosure of BCG's trade secret or confidential information, as well as the maximum amount of time available to object in writing to any disclosure of such information. The information is included on all sheets of this proposal.~~

Thank you for considering the BCG Federal Corporation ("BCG") for this effort. BCG has partnered with thousands of clients over decades in business to bring lasting change to complex, global organizations. This section explains the methodology for preparing our price volume.

1. **The total proposed price for this task order is \$742,652.** (b) (4)

2. (b) (4)

3. **BCG will bill the price of each base or option period CLIN in equal monthly installments.** BCG proposes to complete the scope of work and deliverables set forth in the statement of work. Any related but out-of-scope work or deliverables that DoD and BCG wish to undertake in addition to those services identified in statement of work will be awarded via a contract modification subject to mutual agreement of the parties. (b) (4)

4. (b) (4)

5. **In accordance with 52.212-3 Offeror Representations and Certifications—Commercial Items (Section (b)(2)):** BCG has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201).
6. **In accordance with the PWS and RFP requirements, BCG will not have access to or generate any federal Controlled Unclassified Information (CUI) (as defined in 32 CFR Part 2002 and the CUI Registry) in performance of the services.**

\* \* \* \*

We look forward to your feedback on this proposal and the continued opportunity to partner with

~~PROPRIETARY AND CONFIDENTIAL~~

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<u>Period</u>	<u>CLIN</u>	<u>Deliverable / Description of Services</u>	<u>Unit</u>	<u>Price EA</u>	<u>Qty</u>	<u>Total FFP</u>
Base	0001	Support Services and Deliverables in accordance with the SOW titled, COVID-19 Support Services for JPEO-CBRND	EA	(b) (4)	1	\$742,652
						<hr/>
						<b>\$742,652</b>

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