

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				J	1	46
2. AMENDMENT/MODIFICATION NO. 0003	3. EFFECTIVE DATE 04-Mar-2022	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)		
6. ISSUED BY CONTRACTING DIVISION US ARMY CORPS OF ENGINEERS KONRAD ADENAUER RING 39 D-65187 WIESBADEN GERMANY WIESBADEN 65187	CODE W912GB	7. ADMINISTERED BY (If other than item 6)		CODE		
		See Item 6				
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X	9A. AMENDMENT OF SOLICITATION NO. W912GB22R0008	
				X	9B. DATED (SEE ITEM 11) 11-Feb-2022	
					10A. MOD. OF CONTRACT/ORDER NO.	
					10B. DATED (SEE ITEM 13)	
CODE				FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended.						
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)						
W912GB22R0008 FY22 Playgrounds The purpose of this Amendment: 1. Update Statement of Work Attach 1A 2. Add: Specification 01 33 16_Design After Award 3. Updated Price Schedule 02 41 00 Demolition and Deconstruction 5. Add Attach- Exhibits 1-6 6. Extend Proposal Due date to 30 Mar 2022 4. Remove: Specification						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
				TEL: _____ EMAIL: _____		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED		
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)		07-Mar-2022		

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been modified:

SOLCITATION INFORMATION
SOLICITATION INFORMATION

POINTS OF CONTACT:

CONTRACT SPECIALIST: [Daniel.Unsen](mailto:Daniel.Unsen@usace.army.mil)[Shelia.Welsh](mailto:Shelia.Welsh@usace.army.mil) (+49 0611 9744 22472579 /
Daniel.K.Unsen@usace.army.milshelia.a.welsh2@usace.army.mil)

CONTRACTING OFFICER: Leah Caldwell (+49 0611 9744 2029
Leah.M.Caldwell2@usace.army.milleah.m.caldwell2@usace.army.mil)

REQUESTS FOR INFORMATION:

Requests for Information shall be submitted via ProjNet no later than 10 calendar days before the proposal due date.

TABLE OF CONTENTS

REQUEST FOR PROPOSALS NO. W912GB22R0008

MAIN TABLE OF CONTENTS

FY22 Playgrounds
\$30M Single Award Task Order Contract (SATOC) in support of
U.S. European Command (EUCOM) geographic Area Of Responsibility (AOR)

TABLE OF CONTENTS

Section SF 30 - BLOCK 14 CONTINUATION PAGE-SOLCITATION INFORMATION

Table of Contents

Section B - Supplies or Services and Prices
Section E - Inspection and Acceptance
Section F - Deliveries or Performance
Section G - Contract Administration Data
Section I - Contract Clauses
Section K - Representations, certifications, and other statements of offerors
Section L - Instructions, Conditions and Notices to Bidders
Section M -Evaluation factors for award

ATTACHMENTS:

ATTACH 1 FY22 Playgrounds Specs Binder
ATTACH 1A FY22 Playgrounds SATOC Statement of Work

ATTACH 2A ExperienceOverviewSheet
ATTACH 2B Experience InfoSheet
ATTACH 3 PPQ Form
ATTACH 4 Playground IDIQ Bid Schedule EUROS
ATTACH 5 BLA Template
ATTACH 6 BLG Template
ATTACH 7 Letter of Commitment Forms
ATTACH 8 DIN EU Standard

SPECIFICATIONS:

The following specifications are incorporated by reference to this contract and all task orders (as applicable):

00 74 01 Special Conditions (NAU), 10/21
00 74 02 Time Extensions for Unusually Severe Weather (NAU), 10/21
00 74 10 Supplemental Conditions for Germany, 10/21
00 74 11 Supplemental Conditions for Belgium, 10/21
00 74 16 Supplemental Conditions for Turkey, 10/21
00 74 17 Supplemental Conditions for Italy, 10/21
00 74 70 Anti-Terrorism/Operations Security Requirements (NAU), 10/21
01 30 00 Administrative Requirements
01 30 01 General Requirements (NAU), 10/21
01 32 01 Project Schedule (NAU), 10/21
01 33 00 Submittal Procedures (NAU), 10/21
01 33 16 Design After Award (NAU), 10/21
01 35 26 Safety Requirements (NAU), 10/21
01 42 00 Sources for Reference Publications (NAU), 10/21
01 45 00 Quality Control (NAU), 10/21
01 45 01 Resident Management System Contractor Mode (RMS CM) (NAU), 10/21
01 45 06 SATOC Contractor Site Personnel Requirements (NAU), 10/21
01 60 00 Comparable Product Requirements (NAU) 10/21
01 78 00 Closeout Submittals (NAU), 10/21

31 00 00 Earthwork
32 18 16.13 Playground Protective Surfacing

F 1487 – 21 ASTM Standard Consumer Safety Performance Specification for Playground Equipment
BS EN 1176 European Safety Standard for playground equipment
BS EN 1177 European Safety Standard for playground equipment

Public Playground Safety Handbook – CPSC 325 <https://www.cpsc.gov/s3fs-public/325.pdf>

SECTION A - SOLICITATION/CONTRACT FORM

The required response date/time has changed from 14-Mar-2022 10:00 AM to 30-Mar-2022 10:00 AM.

SECTION B - SUPPLIES OR SERVICES AND PRICES

The following have been added by full text:

IDC CONSTRAINTS

CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

The minimum quantity and contract value for all orders issued against this contract shall not be less than the minimum quantity and contract value stated in the following table. The maximum quantity and contract value for all orders issued against this contract shall not exceed the maximum quantity and contract value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
2,000.00	\$2,000.00	30,000,000.00	\$30,000,000.00

DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND ORDER VALUE

The minimum quantity and order value for each Delivery/Task Order issued shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for each Delivery/Task Order issued shall not exceed the maximum quantity and order value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
1,500.00	\$1,500.00	5,000,000.00	\$5,000,000.00

CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001		\$		\$

SECTION G - CONTRACT ADMINISTRATION DATA

The following have been modified:

ADMINISTRATIVE REQUIREMENTS

ADMINISTRATIVE REQUIREMENTS

1. ORDERING PROCEDURES

- 1.1 General. Ordering procedures will be tailored per task order depending on the circumstances pertinent to each task order scope. These procedures will be determined by the Ordering Contracting Officer in accordance with FAR 16.505. In some cases, the Ordering Contracting Officer may evaluate proposals based on price-only; in other cases, the Ordering Contracting Officer may use other non-price evaluation criteria in addition to price and select the Offeror that presents the best value to the Government. Fair opportunity in accordance with FAR 16.505(b)(1) will be paramount, and the basis for award will be explained in each task order RFP. Task order proposal requirements will be kept to a minimum as best as possible.
- 1.2 Site Visits. Offerors attendance at site visits is considered vital to preparation of competitive and cost-effective offers, and to understanding the total results desired by the Government. Failure to attend site visits shall not be used as an excuse for omission or miscalculation in offers, and may be taken into consideration in determining a Contractor's eligibility to participate in future Task Orders. The Contractors will not be reimbursed for attendance during negotiations, site visits, proposal preparation or other Pre-Task Order award costs. The Ordering Contractor Officer reserves the right to make attendance at site visits mandatory for specific Task Orders and to reject offers by Contractors who have not attended the site visits.
- 1.3 Proposal Deadlines. Each Task Order RFP will include a stated deadline, by which Contractors shall respond with a proposal to the Ordering Contracting Officer Contractors.

| **Acceptance Period.** All proposals shall be valid for ~~150-120~~ calendar days after the proposal due date.
- 1.4 Negotiations. Task Order proposals will either be accepted as is or negotiated to the mutual agreement of both the Government and the Contractor. In most instances, the Ordering Contracting Officer will intend to evaluate proposals and award a task order without negotiations. Therefore, Offerors should include their best price terms in their initial offer and not assume they will have an opportunity to participate in negotiations and/or be asked to submit a revised proposal. However, the Contracting Officer may determine it necessary after evaluating initial proposals to engage in negotiations and/or other bilateral communications with one or more Offerors. Offerors are reminded, in accordance with FAR 52.215-20, the Contracting Officer may require additional Other than Cost and Pricing Data to support analysis as required to determine a price fair and reasonable in accordance with FAR 15.403-1.
- 1.5 Task Order Award. Upon conclusion of satisfactory discussions or negotiations (if required), a Task Order will be issued by the Contracting Officer reflecting the negotiated order price and payment terms as outlined in the statement of work or specifications. In any instance where there is failure to reach agreement on price, the Government reserves the right to withdraw the project and have it completed by other means. Task Orders will be issued on DD Form 1155. The Task Order becomes binding when the Contracting Officer signs the Order. The Firm Fixed Price amount for Task Orders shall constitute full compensation to the Contractor for (1) Furnishing all plant, labor equipment, appliances, and materials; and (2) Performing all operations required to complete the work in conformity with the drawings, specifications and/or statement of work. The Contractor shall include in their proposal costs of all work required by drawings, specifications, and/or statement of work.

- 1.6 Task Order Award Notifications. The Ordering Contracting Officer will notify all Offerors when a task order award is made.
- 1.7 Debriefs. Offerors are encouraged to request the Ordering Contracting Officer for a debrief. Debriefs will be authorized in accordance with FAR Part 16.505.
- 1.8 Task Order Ombudsman. In accordance with FAR Part 16.505 and AFARS 5116.505, the Head of the Contracting Activity has appointed a task and delivery order ombudsman. If the Contractor believes it was not fairly considered for a particular Task Order, the Contractor may present the matter to the Contracting Officer. The Contractor may appeal the explanation or decision of the Contracting Officer to the US Army Corps of Engineers (USACE) Ombudsman. The ombudsman has the authority to review complaints from contractors awarded multiple award contracts that they have not been afforded a fair opportunity to be considered for award of a particular task order. After coordination with the Contracting Officer, and if he/she agrees with the Contractor, the Ombudsman may require that a Contracting Officer take corrective action regarding the complaint. Offerors may request updated information for the USACE Ombudsman from the Ordering Contracting Officer.
- 1.9 Notice to Proceed (NTP). NTP will be issued separately after receipt and approval of an acceptable Bank Letter of Guaranty or other Bond, if required, and approved submittals as identified per Task Order RFP.

2. PLANS AND SPECIFICATIONS

When applicable, the Government will provide the contractor one copy of the construction drawings and statement of work (with pertinent supplemental specifications) upon issuance of each Task Order. All further reproduction shall be at the Contractor's expense. The Government will provide these as hard copy or as electronic media, such as e-mail or CD ROM.

3. CONTRACTOR TASK ORDER SUBMITTALS

The Government requires all documentation (i.e., certificates, licenses, resumes, etc.) to be submitted in accordance with Specification Section 01 33 00 SUBMITTAL PROCEDURES (NAU). All documentation must be in the English language or accompanied with an English translation in accordance with Specification Section 00 74 01 SPECIAL CONDITIONS (NAU).

- 3.1 Contractor's Project Manager
 - a. The Contractor shall appoint an English speaking individual to be the Contractor's Project Manager. The Contractor's Project Manager shall have a minimum of five (5) years of construction management experience. Verification documentation will be made available to the Government upon request.
 - b. This individual shall conduct the overall management coordination on this contract and serve as the central point of contact with the Contracting Officer or his/her authorized representative for the performance of all work. An additional English speaking individual must be designated to act for the Project Manager, when work is being performed during the absence of the Project Manager.
 - c. The Contractor shall provide to the U.S. Government, within seven (7) days of award, the names, addresses, and home phone numbers of the Project Manager and the alternate Contractor personnel with authority to act for the Contractor if the Project Manager cannot be contacted. The Contractor shall also provide the Government, at the Pre-construction Conference for awarded task orders, the names, address, and home phone numbers of the Project Manager's supervisor.
 - d. Replacement of the Project Manager, their alternate, or any other personnel identified in Specification Section 01 45 06 SINGLE AWARD TASK ORDER CONTRACT (SATOC) CONTRACTOR PERSONNEL REQUIREMENTS (NAU), must be in accordance with the procedures identified in that section.
 - e. The Project Manager and/or any alternates designated to act for them, shall have full authority to contractually commit the Contractor for action on matters pertaining to administration of this contract. Refer to Specification Section 00 74 01 for language fluency requirements.

3.2 Submittals, Shop Drawings, and As-Built

- a. The Contractor is responsible for preparation of all shop drawings, submittals, and as-builts for each Task Order when required and as specified per Task Order. All Task Order submittals shall be prepared in accordance with the FAR 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION and Specification Section 01 33 00 SUBMITTAL PROCEDURES (NAU).
- b. The Contractor shall develop submittals for the Base Contract and shall provide these submittals to the Contracting Officer (KO) for review and approval no later than fifteen (15) calendar days after award of the Base Contract. Base Contract submittals shall include but are not limited to Accident Prevention Plan, Quality Control Plan, and the Bank Letter of Guarantee. Base Contract submittals are required to be approved before work on any Task Order may begin.

3.3 Quality Control

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with FAR 52.246-12 INSPECTION OF CONSTRUCTION and Specification Section 01 45 00 QUALITY CONTROL (NAU).

3.4 Safety

- a. Safety shall be the sole responsibility of the Contractor. The Contractor shall comply with the Clause FAR 52.236-13 ACCIDENT PREVENTION and DFARS 252.223-7006 PROHIBITION ON STORAGE, TREATMENT AND DISPOSAL OF TOXIC HAZARDOUS MATERIALS.
- b. The Contract shall submit an Accident Prevention Plan in accordance with Specification Section 01 35 26 SAFETY REQUIREMENTS (NAU). No work may occur without an approved Accident Prevention Plan.
- c. All work on this contract shall comply with the latest EM 385-1-1 Appendix A of the U.S. Army Corps of Engineers Safety and Health Requirements Manual and Clause FAR 52.236-13 ACCIDENT PREVENTION.

3.5 Asbestos Plan

When required by the task order, the Contractor shall submit an Asbestos Plan that demonstrates the Contractor's ability to perform asbestos abatement. The Plan shall identify how key personnel are to be trained and/or certified and how annual training will be provided and documented. A plan for how the asbestos will be handled when encountered during non-asbestos work (contingency) shall be included. The Plan shall state that the COR will be notified prior to working with asbestos or if previously unidentified asbestos is encountered. If asbestos work is to be performed by a subcontractor, the experience and certification of credentials shall be provided. If the firm will perform the asbestos abatement, the firm's certified personnel shall be identified and a copy of their latest certification provided.

3.6 Permits and Responsibilities

Permits and Responsibilities are the responsibility of the Contractor as required in Contract Clause FAR 52.236-7 PERMITS AND RESPONSIBILITIES and Specification Section 00 74 01 SPECIAL CONDITIONS, paragraph PERMITS.

3.7 Schedules

Schedules shall be submitted to the Government for acceptance in accordance with Specification Section 01 32 01 PROJECT SCHEDULE (NAU). Refer to Specification Section 00 74 02 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (NAU) where the work may be impacted by the weather.

4. CONTRACTOR'S RESPONSIBILITY

- a. The contractor shall be held responsible for any and all damages attributed to the actions of the Contractor or its subcontractors outside the limits of construction, including drainage structure, electrical or telephone facilities, pavement and other facilities.
- b. When required, the Contractor shall lay out their work from Government established base lines and/or bench marks as indicated per Task Order. The Contractor shall furnish at their own expense all stakes, templates, platforms, equipment, tools, material, and labor required to lay out any part of the work. The

Contractor shall be responsible for executing the work to the lines and grades as established per Task Order.

- c. The Contractor shall erect and maintain temporary barricades, if required, to limit public access to hazardous areas. Barricades shall be required whenever safe public access to paved areas such as roads, parking areas or sidewalks is prevented by construction activities or as otherwise necessary to ensure the safety of both pedestrian and vehicular traffic. Barricades shall be securely placed, clearly visible with adequate illumination to provide sufficient visual warning of the hazard during both day and night.
- d. The Contractor shall be responsible for the security of their equipment.
- e. Construction debris, waste materials, packaging material and the like shall be removed from the work site daily. Any dirt or mud which is tracked onto paved or surfaced roadways shall be cleaned away. Materials resulting from demolition activities which are salvageable shall become the property of the contractor unless otherwise stated in the Task Order. Stored material, whether new or salvaged, shall be neatly stacked.
- f. All debris shall be removed and the area restored to its original condition, including top soil and seeding if necessary.

5. CHANGES

Changes shall be determined in accordance with FAR 52.243-4 CHANGES.

6. WARRANTY OF CONSTRUCTION

The Contractor warrants that the work is performed in a satisfactory manner and meets industry standards. The Contractor shall provide a warranty of two (2) years in accordance with Specification Section 01 78 00 CLOSEOUT PROCEDURES, paragraph WARRANTY. Extended warranties if applicable shall be provided per Task Order.

7. CLOSE OUT

Refer to Specification Section 01 78 00 CLOSEOUT PROCEDURES (NAU). All shop drawings, if required, warranties, extended warranties, test records, inspection certifications, and manufacturer certificates shall be provided to the Contracting Officer. The Contractor shall certify in writing that upon completion of the work and cleanup of the work areas that the site is environmentally clean with no Hazardous, Toxic and Radioactive Wastes (HTRW) contaminates resulting from the Contractor's operation.

8. PAYMENTS

Payments shall be in accordance with Contract Clauses FAR 52.232-5 Payments Under Fixed-Price Construction Contracts and FAR 52.232-27 Prompt Payment for Construction Contracts. Additional requirements are identified in the Specifications and on the individual task order.

9. LIQUIDATED DAMAGES – CONSTRUCTION

The Liquidated Damage rates will be specified in individual Task Orders in accordance with FAR Clause 52.211-12 Liquidated Damages.

10. EVALUATION OF CONTRACTOR PERFORMANCE

In accordance with FAR 42.1502, the Contractor's performance will be evaluated upon completion of each Task Order. Evaluations may be performed on all Task Orders, regardless of the dollar amount.

11. SPECIFICATIONS

The following specifications are incorporated by reference to this contract. RFP's and individual task orders will normally incorporate updated versions of these specifications as well as project specific specifications.

Task Order specifications take precedence over the sections identified below, however if the applicable section is not included with the Task Order, the specification section identified below will apply to the task orders:

- 00 74 01 Special Conditions (NAU), 10/21
- 00 74 02 Time Extensions for Unusually Severe Weather (NAU), 10/21
- 00 74 70 Anti-Terrorism/Operations Security Requirements (NAU), 10/21
- 01 30 01 General Requirements (NAU), 10/21
- 01 32 01 Project Schedule (NAU), 10/21
- 01 33 00 Submittal Procedures (NAU), 10/21
- 01 33 16 Design After Award (NAU), 10/21
- 01 35 26 Safety Requirements (NAU), 10/21
- 01 42 00 Sources for Reference Publications (NAU), 10/21
- 01 45 00 Quality Control (NAU), 10/21
- 01 45 01 Resident Management System Contractor Mode (RMS CM) (NAU), 10/21
- 01 45 06 SATOC Contractor Site Personnel Requirements (NAU), 10/21
- 01 60 00 Comparable Product Requirements (NAU) 10/21
- 01 78 00 Closeout Submittals (NAU), 10/21

>>>> END SECTION <<<<

SECTION I - CONTRACT CLAUSES

The following have been modified:

INCORPORATED BY FULL TEXT

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

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

(End)

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 7 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **to be determined at the task order level**.

* The time stated for completion shall include final cleanup of the premises.

*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(End)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of to be determined at the task order level for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End)

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 **contract award** through **expiration of contract**.

(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)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **the completion date of the individual task order**.

(End)

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 within the limits and at the rates specified in the base year when notice to exercise this option is issued. 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 before expiration of the base contract.

(End)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

(a) Definitions. As used in this clause--

``Active duty wartime or campaign badge veteran," ``Armed Forces service medal veteran," ``disabled veteran," ``protected veteran," ``qualified disabled veteran," and ``recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End)

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End)

52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)

(a) Definitions. As used in this clause--

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

Coercion means--

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

Commercially available off-the-shelf (COTS) item means--

(1) Any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person--

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of--

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

Severe forms of trafficking in persons means--

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Policy. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not--

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract;
- (3) Use forced labor in the performance of the contract;
- (4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- (5)(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work;
- (ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
- (6) Charge employees recruitment fees;
- (7)(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment--
 - (A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or
 - (B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that--
 - (ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is--
 - (A) Legally permitted to remain in the country of employment and who chooses to do so; or
 - (B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;
 - (iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.
- (8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) Contractor requirements. The Contractor shall--

(1) Notify its employees and agents of--

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification. (1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of--

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in--

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

- (5) Declining to exercise available options under the contract;
 - (6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
 - (7) Suspension or debarment.
- (f) Mitigating and aggravating factors. When determining remedies, the Contracting Officer may consider the following:
- (1) Mitigating factors. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.
 - (2) Aggravating factors. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.
- (g) Full cooperation. (1) The Contractor shall, at a minimum--
- (i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;
 - (ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;
 - (iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and
 - (iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.
- (2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not--
- (i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;
 - (ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or
 - (iii) Restrict the Contractor from--
 - (A) Conducting an internal investigation; or
 - (B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.
- (h) Compliance plan. (1) This paragraph (h) applies to any portion of the contract that--
- (i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
 - (ii) Has an estimated value that exceeds \$500,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate--

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) Minimum requirements. The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) Posting. (i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) Certification. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that--

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either--

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that--

(A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(B) Has an estimated value that exceeds \$500,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End)

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):

www.farsite.hill.af.mil

(End)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any **DFARS** (48 CFR **Chapter 2**) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.204-7004 ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (FEB 2014)

(a) *Definitions.* As used in this provision—

“System for Award Management (SAM) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means—

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR 32.11) for the same parent concern.

“Registered in the System for Award Management (SAM) database” means that—

(1) The contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, and Contractor and Government Entity (CAGE) code into the SAM database; and

(2) The contractor has completed the Core Data, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as part of the SAM registration process; and

(4) The Government has marked the record “Active.”

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
 - (v) Company telephone number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

(End)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End)

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The Table of Contents has changed from:

REQUEST FOR PROPOSALS NO. W912GB22R0008

MAIN TABLE OF CONTENTS

FY22 Playgrounds
\$30M Single Award Task Order Contract (SATOC) in support of
U.S. European Command (EUCOM) geographic Area Of Responsibility (AOR)

TABLE OF CONTENTS

Section SF 30 - BLOCK 14 CONTINUATION PAGE-SOLICITATION INFORMATION

Table of Contents

Section B - Supplies or Services and Prices
Section E - Inspection and Acceptance
Section F - Deliveries or Performance
Section G - Contract Administration Data
Section I - Contract Clauses
Section K - Representations, certifications, and other statements of offerors
Section L - Instructions, Conditions and Notices to Bidders
Section M - Evaluation factors for award

ATTACHMENTS:

Statement of Work (SOW)

ATTACH 1 FY22 Playgrounds Specs Binder

ATTACH 2A Experience Overview Sheet

ATTACH 2B Experience Info Sheet

ATTACH 3 PPQ Form

ATTACH 4 Playground IDIQ Bid Schedule EUROS

ATTACH 5 BLA Template

ATTACH 6 BLG Template

ATTACH 7 Letter of Commitment Forms

ATTACH 8 DIN EU Standard

SPECIFICATIONS:

The following specifications are incorporated by reference to this contract and all task orders (as applicable):

00 74 01 Special Conditions (NAU), 10/21
00 74 02 Time Extensions for Unusually Severe Weather (NAU), 10/21
00 74 10 Supplemental Conditions for Germany, 10/21
00 74 11 Supplemental Conditions for Belgium, 10/21
00 74 16 Supplemental Conditions for Turkey, 10/21
00 74 17 Supplemental Conditions for Italy, 10/21
00 74 70 Anti-Terrorism/Operations Security Requirements (NAU), 10/21
01 30 01 General Requirements (NAU), 10/21
01 32 01 Project Schedule (NAU), 10/21
01 33 00 Submittal Procedures (NAU), 10/21
01 35 26 Safety Requirements (NAU), 10/21
01 42 00 Sources for Reference Publications (NAU), 10/21
01 45 00 Quality Control (NAU), 10/21
01 45 01 Resident Management System Contractor Mode (RMS CM) (NAU), 10/21
01 45 06 SATOC Contractor Site Personnel Requirements (NAU), 10/21
01 60 00 Comparable Product Requirements (NAU) 10/21
01 78 00 Closeout Submittals (NAU), 10/21

02 41 00 Demolition and Deconstruction
31 00 00 Earthwork
32 18 16.13 Playground Protective Surfacing

F 1487 – 21 ASTM Standard Consumer Safety Performance Specification for Playground Equipment
BS EN 1176 European Safety Standard for playground equipment
BS EN 1177 European Safety Standard for playground equipment

Public Playground Safety Handbook – CPSC 325 <https://www.cpsc.gov/s3fs-public/325.pdf>

to:

REQUEST FOR PROPOSALS NO. W912GB22R0008

MAIN TABLE OF CONTENTS

FY22 Playgrounds
\$30M Single Award Task Order Contract (SATOC) in support of
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TABLE OF CONTENTS

Section SF 30 - BLOCK 14 CONTINUATION PAGE-SOLICITATION INFORMATION

Table of Contents

Section B - Supplies or Services and Prices
Section E - Inspection and Acceptance
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ATTACH 2B Experience InfoSheet
ATTACH 3 PPQ Form
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ATTACH 5 BLA Template
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01 30 00 Administrative Requirements
01 30 01 General Requirements (NAU), 10/21
01 32 01 Project Schedule (NAU), 10/21
01 33 00 Submittal Procedures (NAU), 10/21
01 33 16 Design After Award (NAU), 10/21
01 35 26 Safety Requirements (NAU), 10/21
01 42 00 Sources for Reference Publications (NAU), 10/21
01 45 00 Quality Control (NAU), 10/21
01 45 01 Resident Management System Contractor Mode (RMS CM) (NAU), 10/21
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SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

The following have been modified:

INSTRUCTIONS TO OFFERORS

INSTRUCTIONS TO OFFERORS

A. INTRODUCTION

1. The US Army Corps of Engineers (USACE) Europe District (NAU) intends to award one (1) firm fixed price construction Indefinite Delivery Indefinite Quantity (IDIQ) Playgrounds Single Award Task Order Contract (SATOC) within the US European Command (EUCOM) area of responsibility (AOR). NOTE: When the word "Offeror" is encountered in the RFP, it is intended to mean a company seeking to do business with the Government that submits a proposal in response to this Solicitation. When the word "Government" is encountered, it is intended to mean USACE Europe District (NAU). "Request for Proposal," "RFP" and "Solicitation" are used synonymously throughout.

2. All task orders under this SATOC IDIQ shall not exceed the total capacity of \$30,000,000.00.

3. For the purposes of this Solicitation, the Government will utilize the Best Value Tradeoff Process for Source Selection in accordance with [FAR 15.101-1](#) to determine best value. The Government will evaluate both technical capability and price. The Government intends to award a single firm-fixed price IDIQ SATOC contract.

B. PRE-PROPOSAL CONFERENCE

There will be no pre-proposal conference.

C. PROPOSAL SUBMISSION

1. Introduction. To assure timely and equitable evaluation of proposals, Offerors must follow the instructions contained herein. Offerors are required to meet all Solicitation requirements, including terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors. The Offeror shall submit in the proposal all requested information specified in this section of the Request for Proposal (RFP) at or before the exact time specified. Failure to meet a requirement may result in an Offeror being ineligible for award. Copies of the RFP are available by INTERNET ACCESS ONLY. All RFP documents will be made available for viewing at the SAM website (<http://www.sam.gov>). All amendments will be made available for viewing at the SAM website. It shall be the Offeror's responsibility to check the website for any amendments.

2. Inquiries. Offerors with technical inquiries and any other questions shall submit their inquiries via Bidder Inquiry in ProjNet at <http://www.projnet.org/projnet>.

The bidder inquiry key is: Y77R8V-COAGHV

Offerors are requested to review the specifications binder (RFP Attachment) in its entirety and review the Bidder Inquiry System for answers to questions prior to submission of a new inquiry. The Government reserves the right to decline addressing certain questions. Further, no questions, unless in the Government's interest, will be answered **any later than 10 business days prior** to the stated deadline for offers. All Offerors are encouraged to register on ProjNet for alerts to stay abreast of Q&A's that are posted in reference to this Solicitation. Only self-registered users on ProjNet can submit and review inquiries. To self-register, go to the webpage, click BID tab, select Bidder Inquiry, select agency USACE, enter the key for this Solicitation listed above, and your email address. After initial login, enter all the required information to create your user ID. Verify the information on the next screen and from there you may submit and view inquiries. Those submitting inquiries will receive a system generated email notification when their inquiry has been processed and answered. It is the Offeror's responsibility to monitor for inquiries and responses.

3. General Proposal Submission Requirements.

(+) ~~Electronic Proposals. In an effort to reduce paperwork and costs, ALL RESPONSES TO THIS ANNOUNCEMENT SHALL BE SUBMITTED ELECTRONICALLY. Hand-carried delivery or USPS/UPS/Fedex delivery of hard copies and/or CD-ROMs are not authorized. Facsimile submission is not authorized. Electronic submissions of proposals shall be via email to both the Contract Specialist, Mr. Daniel Unsen, at dansen@usace.army.mil and the Contracting Officer, Leah Caldwell, at Leah.M.Caldwell2@usace.army.mil. **It is the responsibility of the Offeror to ensure receipt.**~~ Electronic Proposals. In an effort to reduce paperwork and costs, ALL RESPONSES TO THIS ANNOUNCEMENT SHALL BE SUBMITTED ELECTRONICALLY. Hand carried delivery or USPS/UPS/FedEx delivery of hard copies and/or CD-ROMs are not authorized. Facsimile submission is not authorized. Electronic submissions of proposals shall be sent via DOD SAFE at <https://safe.apps.mil/> (to Contract Specialist, Shelia Welsh at shelia.a.welsh2@usace.army.mil and the Contracting Officer, Leah Caldwell at leah.m.caldwell2@usace.army.mil). **It is the responsibility of the Offeror to ensure receipt.**

a. File Size Limitations. Offerors are advised that the file size limitation is 10MB due to email server restrictions. If needed, Offerors are advised to break the files down into smaller sections and deliver in separate emails. In such cases, please divide the sections as logically as possible and be sure to clearly name the files as specified below.

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- b. *File Names.* To ensure your submission is received and processed appropriately, it is important that interested parties CAREFULLY ensure their electronic files adhere to the following naming convention: Each filename shall begin with your firm's name followed by, the Solicitation number, followed by the word "RESPONSE," and finally a brief file description. EXAMPLES:

- (1) "*Firmname W912GB22R0008 RESPONSE Volume I.pdf*"
- (2) "*Firmname W912GB21R0008 RESPONSE Volume I Part 1.pdf*"
- (3) "*Firmname W912GB21R0009 RESPONSE Volume I Part 2.pdf*"
- (4) "*Firmname W912GB21R0009 RESPONSE Volume II.pdf*"

- c. *File Organization, Formatting, and other instructions.* Although hard copies are not accepted, each file shall be clearly indexed, and logically assembled. Font size shall be 10 or larger. Pages shall be letter sized-(A4 is acceptable) -larger page sizes (such as 11x17 foldouts, etc.) will be counted as two pages. Offerors shall prepare proposals in the English language. Proposals shall be in a narrative format, organized and titled so that each section of the proposal follows the order and format of the factors. Information presented should be organized so as to pertain to only the evaluation factor in the section that the information is presented. Proposals shall completely and adequately address the requirements of this Solicitation. Offerors are reminded that elaborate corporate marketing information, formatting, special reproduction techniques, etc., are not necessary. Failing to submit attachments or failing to complete the proposal properly may result in rejection of the offer without further evaluation. Information pertaining to more than one evaluation factor should be repeated in each section for each factor. Electronic files shall be Microsoft Windows compatible. Files shall be submitted in their native format (i.e., doc, xls, ppt, etc.), or if in pdf format, **shall be in searchable text**. If the electronic files are of a size at which they must be compressed (zipped), they shall be compressed into one zipped folder.
- d. *Submission & Deadline.* Interested parties shall submit responses no later than the date specified on the solicitation document. **The time & date of proposal receipt will be the delivery time & date recorded of email receipt on the Government's server. Do not assume that electronic submission will occur instantaneously.** Offerors should time their submission with prudence by not waiting until the last day—this will allow for unexpected delays in the transmittal process and troubleshooting. Offerors are encouraged to keep a copy of the delivery and/or read confirmation for their record but shall also request confirmation. Submissions after the deadline may be emailed to ~~Daniel Unsen~~ [Shelia Welsh](mailto:Shelia.Welsh), Contract Specialist at Daniel.K.Unsen@usace.army.mil shelia.a.welsh2@usace.army.mil but be advised they will be considered late and as such will be processed in accordance with FAR 15.208. It is the responsibility of the Offeror to ensure receipt.
- e. Any information, presented in a proposal that the Offeror wants safeguarded from disclosure to other parties must be identified and labeled in accordance with the requirements of Provision "[FAR 52.215-1](#), Instructions to Offerors—Competitive Acquisition (Jan 2017)," subparagraph (e). The Government will endeavor to honor the restrictions against release requested by Offerors, to the extent permitted under United States law and regulations.

SPECIAL NOTICE: System for Award Management. Please take notice that the System for Award Management (SAM, www.sam.gov) requires that firms submit an "original, signed notarized letter identifying the authorized Entity Administrator for the entity associated with the Data Universal Numbering System (DUNS) number before the registration will be activated." This applies to all new entity registrations and all entity registration renewals, effective 29 April 2018. Further information behind this requirement is posted to the General Services Administration's (GSA) announcement page at <https://www.gsa.gov/samupdate>. Please also refer to Federal Service Desk's (FSD) instructions on how to comply with this new requirement. NOTE: the instructions are different for domestic (U.S. based) and international (not U.S. based) firms. Offerors are reminded that this Solicitation includes the provision FAR 52.204-7 SAM or FAR 52.212-1 Instructions to Offerors--Commercial Items, and the resulting award will include the clause FAR 52.204-13 SAM Maintenance or 52.212-4 Contract Terms and Conditions--Commercial Items. These provisions/clauses require all contractors to register and maintain an active SAM entity

registration in order to be eligible for contract awards, as prescribed by the regulation at FAR Subpart 4.11. In order to be eligible for the contract award resulting from this Solicitation, Offerors are advised to take immediate action to ensure your SAM entity registration is current and/or will be current at the time of proposal receipt by this contracting office. [Instructions for domestic entities \(located in the U.S. or its outlying areas\): https://sam.gov/content/home](https://sam.gov/content/home). [Instructions for international entities \(not located in the U.S. or its outlying areas\): https://sam.gov/content/home](https://sam.gov/content/home).

SECTION M - EVALUATION FACTORS FOR AWARD

The following have been modified:

EVALUATION FACTORS FOR AWARD

Interested firms or Joint Venture entities (collectively referred to in the Solicitation as "Offerors") shall submit proposals demonstrating their capability to successfully execute task orders resulting from a contract award under this Solicitation. The Government will evaluate the performance capability proposals in accordance with the criteria described herein and this Solicitation will result in a single contract award.

A. BASIS FOR AWARD

The Government will utilize the Best Value Tradeoff Process for Source Selection in accordance with [FAR 15.101-1](#) to determine best value. This process permits tradeoffs among price and non-price factors. Award will be made to a single Offeror proposing the combination most advantageous to the Government based upon an integrated assessment of the proposals received, including the evaluation factors described herein. **To receive consideration for award, a rating of no less than "Neutral Confidence" and no less than "Acceptable" must be achieved for all non-price factors.** The Government considers it to be in its best interest to allow award to other than the lowest priced Offeror or other than the highest technically rated Offeror. The perceived benefits of the higher priced proposal shall merit the additional cost, and the rationale for tradeoffs must be documented in the file in accordance with [FAR 15.406](#).

B. EVALUATION FACTORS

The Government Source Selection Team (SST) will evaluate proposals according to the factors listed below. Offerors are required to provide data addressing all stated factors in a clear and understandable format. Proposals that do not clearly address all factors may be considered unacceptable and may not receive further consideration.

Factor 1: Past Performance

Factor 2: Management and Technical Approach

Factor 3: Price Schedule for Playground SATOC Labor Rates and

Service

Relative Importance of the Evaluation Factors. In accordance with FAR 15.304(e), non-price factors, Factor 1- Past Performance is more important than Factor 2- Management and Technical Approach; and all non-price factors (Factors 1-2), when combined, are approximately equal in importance to Price (Factor 3).

1. VOLUME I

- a. *Section A - Executive Summary.* Include a one (1) page cover letter and any applicable fully-executed JV agreements and fully executed commitment letters.
- i. The cover letter shall be in accordance with FAR 52.215-1(c)(2), including:
- (1) The Solicitation number.
 - (2) The Offeror's name, address, and phone/email contact information.
 - (3) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the Solicitation and agreement to furnish any or all items upon which prices are offered.
 - (4) Names, titles, and telephone / email contact information of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this Solicitation.
 - (5) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority.

NOTE: For purposes of evaluating past performance, the Prime Contractor is defined as the contractor identified in Block 14 of the Standard Form 1442. If more than one contractor is listed in Block 14, then a signed JV must be submitted with the proposal and the JV shall be registered as such in the System for Award Management (SAM). However, each party of the JV must submit their own DUNS number with the JV proposal. Projects performed by contractors than the Offeror, such as teaming partners or subcontractors, may be evaluated for past performance; however, Commitment Letters must be provided as discussed within In Section B - Factor 1, Past Performance, SUBMISSION REQUIREMENTS below.

- ii. JV agreements shall include the following:
- (1) A copy of their JV agreement in English, signed by all parties of the JV.

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(2) A detailed statement outlining the following in terms of percentages, where appropriate:

- (a) The relationship of the JV parties in terms of business ownership, capital contribution, and profit distribution or loss sharing.
- (b) The management approach of the JV in terms of who will conduct, direct, supervise and control the project and have custody and control of the assets of the JV and perform the duties necessary to complete the work.
- (c) The structure of the JV and decision-ranking responsibilities of the JV parties in terms of who will control the manner and method of performance of the work.
- (d) Identification of the key personnel having authority to legally bind the JV to subcontracts and state who will provide or contract for the labor and materials for the JV.
- (e) Identification of party maintaining the JV bank accounts for the payment of all expenses and the deposits of all receipts, keep the books and records, and pay applicable taxes for the JV.
- (f) Identification of party furnishing the facilities, such as office supplies and telephone service.
- (g) Identification of party having overall control of the JV.

(3) Other sections of the proposal shall identify, where appropriate, whether key personnel are employees of the individual JV parties and identify the party, or hired as employees of the JV.

(4) A statement in the agreement that each member of the JV will be jointly and severally liable for any obligations under the contract.

(5) A complete and legally binding document with all the information required under this section titled "JVs" shall be included.

Other formal teaming arrangements: If an Offeror wishes to be credited with the past performance of a firm other than the Offeror such as a subcontractor, team member, or affiliate (defined in FAR 2.101), a Letter of Commitment signed by authorized representatives of the Offeror and by authorized representatives of the non-Offeror firm must be submitted with the proposal. A sample for such Commitment Letters is provided as Attachment 7. The signatures and substantive terms of these sample

commitments are required for consideration of the teaming arrangement for evaluation purposes.

b. *Section B - Factor 1, Past Performance.*

SUBMISSION REQUIREMENTS:

Offerors shall submit a **maximum of five (5)** projects that meet the following criteria for recent and relevant projects.

- i. At least two projects in which the Offeror self-performed ~~greater than 75% of the work~~ as the prime contractor (see below with respect to Offerors who have no past performance history).
- ii. The project/task order was completed no earlier than six (6) calendar years before the closing date of the RFP or is at least 75% complete at the closing date of this RFP.
- iii. The project/task order was to perform design and installation/repair or installation/repair only of playground/sport/fitness equipment/fall protective/resilient surfaces and the minor construction incidental to the installation of this equipment to American Society for Testing and Materials (ASTM) and International Playground Equipment Manufacturers Association (IPEMA) standards, for U.S. Government stakeholders within the U.S European Command (EUCOM) geographic Area of Responsibility (AOR) or within the Continental United States.

JV Member and Teaming Arrangements: As described in FAR Subpart 9.6, it is the Government's policy to recognize the integrity and validity of contractor team arrangements. In the case of prime-sub teams, work with affiliates or other teaming partners, Offerors are reminded that the Offeror is the prime contractor and remains fully responsible for contract performance, regardless of any team arrangement between the Offeror and third parties. Consistent with FAR 9.104-4, the Government may consider the responsibility of key subcontractors, affiliates or other team members when it may adversely affect the prospective prime contractor's responsibility or when it is in the Government's interest to do so. Any subcontract(s) or other teaming agreements may not deviate from the substantive provisions of the required commitment letters (RFP Attachment 7).

The failure of the Offeror to perform with one or more committed subcontractors, team members or affiliates may be grounds for termination for default. There can be no substitution of committed subcontractors, team members or affiliates except that, the Government may (in its sole discretion and without any obligation whatsoever), at the request of the prime, permit the substitution of a firm with equivalent or greater capability a firm that was

proposed with a Commitment Letter in the proposal. Note: Only a Contracting Officer can approve such a change after contract award.

If the Offeror wants the Government to consider the past performance of a JV member or a team member for its past performance; it shall identify all such entities in its Factor 1 proposal and provide at least one qualifying sample project for each such entity. The maximum number of projects submitted, however, remains five (5). Please note: JV member or team member project examples should reflect the same or significantly similar scope of work that will be performed by that entity under this Contract. Also, reliance on a teaming arrangement for past performance does not relieve the Offeror of its obligation to supply at least two qualifying projects to demonstrate its own past performance on the portions of the contract it will perform or manage. If an Offeror has no past performance history relevant to the portions of the contract it will perform or manage, the Offeror must affirmatively state that it possesses no relevant directly related or similar past performance. If no past performance can be verified, this may result in a Past Performance rating of Neutral as discussed below.

NOTE: Where a project was awarded as a task order or delivery order under an Indefinite Delivery / Indefinite Quantity type contract, Offerors are cautioned to submit information specific to the task or delivery order rather than the base contract.

For each project submitted under Factor 1, Offerors shall include completed Contractor's Performance Assessment Reporting System (CPARS). An interim completed CPARS rating will be considered if a final record is not available. If a completed CPARS record is not available at all, Offerors shall complete and provide a Past Performance Questionnaire (PPQ) Form, provided as an RFP Attachment 3. CPARS are not available, the Offeror shall include a completed Past Performance Overview Sheet and a completed Past Performance Information Sheet for each project. Sample sheets are provided as RFP Attachments 2A and 2B. Past Performance Information sheets shall not exceed four (4) pages per project.

If more than five (5) projects are submitted by an Offeror, the Government will only review the first five (5) projects. The projects will be reviewed in the order in which they are received in Offeror's submitted proposal.

PPQ Instructions: The Offeror shall complete Blocks 1-4 of the provided Past Performance Questionnaire and have the **Contracting Activity** and the **Technical Representative** responsible for the past/current contract complete the remainder of the PPQ. Offeror shall ensure correct phone numbers and email addresses are provided for the client point of contact. Completed Past

Performance Questionnaires should be submitted with the proposal. If the Offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the Offeror should complete and submit with the proposal the first page of the PPQ, which will provide contract and client information for the respective project(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact via email no later than the closing date of this RFP.

The Offerors shall indicate if any of the contracts listed were terminated and the type and reasons for the termination.

EVALUATION CRITERIA:

The Government will evaluate the recent, relevant performance of the Offeror (and any JV member or team member for which example projects have been submitted for evaluation) and assign one confidence rating for this factor.

The Government will evaluate each demonstrated record of performance on recent and relevant projects that involve a similar scope and magnitude of effort and complexities as this solicitation. Then, the Government will evaluate the Offeror's (and any JV member or team member's) quality of performance to determine a single confidence assessment rating for the Offeror. Projects that are considered to be more relevant will have more influence on the past performance confidence rating.

Past Performance Relevancy Ratings:	
Rating	Definition
Very Relevant	Present/past performance effort involved <u>essentially the same</u> scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved <u>similar</u> scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved <u>some</u> of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved <u>little or none</u> of the scope and magnitude of effort and complexities this solicitation requires.

a. Recency. Projects submitted should be completed within six years of the solicitation issue date or currently being performed (at least 75% complete) that are for similar work as that required in this solicitation. Projects submitted that are beyond six years may be considered, but may be considered less relevant.

b. Relevancy. Firm-fixed-priced contracts that demonstrated the relevant characteristics above will be considered more relevant than cost reimbursement and time and materials type contracts. NOTE: Projects submitted that do not have one or more of the qualities considered most relevant above will be considered, but the Offeror may receive a lower rating for this factor.

The SST will evaluate Offerors under this factor to determine the Offeror's past performance that demonstrates the ability to accomplish the work specified under this Solicitation.

Offerors are encouraged to submit a combination of projects demonstrating past performance with as many relevant criteria as possible. For the purposes of evaluation under this factor, **more consideration** will be given to an Offeror that demonstrates past performance in the following:

- i. Projects that demonstrate past performance working in Germany, Belgium, the Netherlands, and Italy will be considered more relevant.
- ii. Projects that demonstrate past performance managing multiple playground projects simultaneously.
- iii. Projects demonstrating past performance working with proposed Key Subcontractors, team members and/or the proposed JV Partners.
- iv. Projects with costs over €100,000.

NOTE: Offerors are cautioned that the SST may assess **weaknesses** against past performance examples that do NOT demonstrate one or more of the criteria listed above, that are not verifiable, and/or where the Offeror or their proposed subcontractor were subcontractors and their role in the project was minor in comparison to the whole project.

PAST PERFORMANCE: The SST will evaluate Offerors under this factor to determine how likely it is that Offerors will be successful when performing task orders under the awarded contract. The Offeror's past performance will be evaluated based on performance on projects submitted under Factor 1. Please note the Government reserves the right to review all recent past performance records available to make a confidence determination to include **other projects not submitted by the Offeror**. The Government also reserves the right to review past performance of any team members, including subcontractors or JV members for which the Offeror may have submitted project examples. Key focus areas will include the following (see PPQ Form):

- Quality
- Schedule/Timeliness of Performance
- Customer Satisfaction
- Management/Personnel/Labor

- Cost/Financial Management
- Safety/Security

The Government may verify information provided by the Offeror with any source available and has the right to contact points of contact other than those listed by the Offeror. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS), including Contractor Performance Assessment Reporting System (CPARS), using all CAGE/DUNS numbers of team members (partnership, JV, teaming arrangement, or parent company/subsidiary/affiliate) identified in the Offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the Offeror. In rating past performance, the Government may consider available past performance information on predecessor companies, or employment histories of key personnel, or committed subcontractors performing key elements of the project. While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror.

Note: In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305(a)(2)(iv)). If an Offeror has no relevant past performance history, the Offeror must affirmatively state that it possesses no relevant directly related or similar past performance.

Once evaluation of all of the above past performance information is completed, each Offeror shall be assigned one of the ratings identified below for Factor 1:

Performance Confidence Assessments:	
Rating	Definition
Substantial Confidence	Based on the Offeror's recent/relevant performance record, the Government has a <u>high</u> expectation that the Offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the Offeror's recent/relevant performance record, the Government has a <u>reasonable</u> expectation that the Offeror will successfully perform the required effort.
Neutral Confidence	No recent/relevant performance record is available or the Offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The offeror may

	not be evaluated favorably or unfavorably on the factor of past performance.
Limited Confidence	Based on the Offeror's recent/relevant performance record, the Government has a <u>low</u> expectation that the Offeror will successfully perform the required effort.
No Confidence	Based on the Offeror's recent/relevant performance record, the Government has <u>no</u> expectation that the Offeror will be able to successfully perform the required effort.

During the best value tradeoff process, Offerors whose proposals receive a satisfactory confidence or substantial confidence rating for this factor may be considered more favorably than an Offeror with a neutral confidence rating.

c. *Section C - Factor 2, Management and Technical Approach.*

SUBMISSION REQUIREMENTS:

The Offeror shall provide a narrative describing the Offeror's proposed management and technical approach for successful execution of this Single Award Task Order Contract (SATOC) and the Offeror shall submit a graphical description (an organization chart) of its planned organization structure for successful execution of the contract. There is a limit of twenty (20) single spaced typed pages (A4 or letter size), ~~using at a minimum a 12 pitch font, front and back will be counted as two pages.~~ If more than 20 pages are submitted, only the first 20 pages will be reviewed and evaluated. The organization chart, resumes, and commitment letters are not considered part of the 20 pages. The Management and Technical Approach (to be provided in Section A) shall include at a minimum:

- i. One (1) organizational chart that shows:
 - a. Lines of authority and communication for the execution of the contract
 - b. Clearly shows the lines of authority of the key personnel to include: Project Manager, Quality Control Manager/~~Site Manager~~Site Superintendent, Design/Layout Expert, On-Site Technical Experts, and Safety Inspector, Equipment Certifier/Certified Playground Safety Inspector
 - c. The organization chart shall also include all JV Partners and Key Subcontractors, when applicable; and
 - d. The chart shall identify all offices involved in this contract from the Offeror's Headquarters to the Offeror's site office(s), and how they are related; all positions shall be identified on the organization chart by title, organization, and physical location. The Project Manager, or the on-site person that communicates with the U.S. Government

if the PM is not on-site, and any other personnel authorized to communicate directly with the U.S. Government shall be clearly identified.

- ii. A narrative description of the organization structure including roles, major responsibilities, and authorities of all JV and/or Team Arrangement parties, and key personnel (listed in item i. above) shall be described. The narrative description shall also include the Offeror's planned approach to the following:
 - a. quality control
 - b. staffing (both management and labor to perform a project)
 - c. obtaining, retaining, coordinating, and managing subcontractors
 - d. obtaining, retaining, coordinating, and managing 3rd party inspector/auditor
- iii. Resumes/certifications of proposed key personnel to include: ~~Project Manager, Quality Control Manager/Site Manager, Design/Layout Expert, On-Site Technical Experts, and~~ Safety Inspector, Equipment Certifier/Certified Playground Safety Inspector
- iv. A narrative description of the Offeror's plan for management of seven (7) simultaneous task orders at various locations for inspections, and installation, maintenance and repair activities, including mobilization to the site; prime staffing, and/or JV, Subcontractor, and letters of commitments from additional personnel required to meet the minimum standards of the contract; and in general, work that will be done by the prime and that to be accomplished by subcontractors (for example, 3rd party equipment certifier).

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Offerors should identify any additional and/or unique management advantages their proposal provides to the Government.

The Management and Technical Approach shall not exceed 20 pages and will not be read or evaluated beyond the first 20 pages.

EVALUATION CRITERIA:

The Management and Technical Approach will be evaluated as one factor. This factor will evaluate the Offeror's proposed method for accomplishing work under this Single Award Task Order Contract. To be considered acceptable, the Offeror must demonstrate an understanding of the specific requirements associated with the SRM, construction, and administration responsibilities associated with projects for the US Government as spelled out in the documents and demonstrate their ability to accomplish those requirements.

The Offeror's Management and Technical Approach will be used as a means to evaluate organizational structure and teaming relationships proposed by the Offeror, in order to gauge the likelihood for successful project execution.

The Offeror's Management and Technical Approach will be evaluated for completeness, reasonableness, risk, and logic. The Government will evaluate whether and to what extent the management and technical approach:

- i. Clearly delineates lines of authority, and communication with the Government on the organizational chart organized in a precise and logical manner, including all offices involved with the management of the contract, including Key Personnel, Key Subcontractors and JV partners.
- ii. Comprehensively describes the organization structure including roles, major responsibilities, and authorities of all JV and/or Team Arrangement parties, and key personnel (listed in item i. above) shall be described. The narrative description shall also include the Offeror's planned approach to the following:
 - a. quality control
 - b. staffing (both management and labor to perform a project)
 - c. obtaining, retaining, coordinating, and managing subcontractors
 - d. obtaining, retaining, coordinating, and managing 3rd party inspector/auditor
- iii. Provides resumes/certifications of proposed key personnel meeting or exceeding SOW C.1.6.1. qualifications to include: ~~Project Manager, Quality Control Manager/Site Manager~~, Design/Layout Expert, On-Site Technical Experts, and Safety Inspector, Equipment Certifier/Certified Playground Safety Inspector (listed in item iii above).
- iv. A comprehensive and logical narrative description of the Offeror's plan for management of seven (7) simultaneous task orders at various locations for inspections, and installation, maintenance and repair activities, including mobilization to the site; prime staffing, and/or JV, Subcontractor, and letters of commitments from additional personnel required to meet the minimum standards of the contract; and in general, work that will be done by the prime and that to be accomplished by subcontractors.

For this factor, Offerors will be assigned a combined technical/risk rating from the following table, based on the evaluation of the Offeror's proposal in accordance with the requirements of the Solicitation:

NON-PRICE FACTOR COMBINED TECHNICAL/RISK RATINGS		
Color	Rating	Description
Blue	Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.
Purple	Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.
Green	Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
Yellow	Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
Red	Un-acceptable	Proposal does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable.

Risk levels as described in the adjectival ratings in the combined technical/risk rating table will be assessed according to the following guidelines:

NON-PRICE FACTOR TECHNICAL RISK RATING	
Adjectival Rating	Description
Low	Proposal may contain weakness(es) which have little potential to cause disruption of schedule, increased cost or degradation of performance. Normal contractor effort and normal Government monitoring will likely be able to overcome any difficulties.
Moderate	Proposal contains a significant weakness or combination of weaknesses which may potentially cause disruption of schedule, increased cost or degradation of performance. Special contractor emphasis and close Government monitoring will likely be able to overcome difficulties.
High	Proposal contains a significant weakness or combination of weaknesses which is likely to cause significant disruption of schedule, increased cost or degradation of performance. Is unlikely to overcome any difficulties, even with special contractor emphasis and close Government monitoring.
Unacceptable	Proposal contains a material failure or a combination of significant weaknesses that increases the risk of unsuccessful performance to an unacceptable level.

2. VOLUME II – ADMINISTRATIVE MATTERS and PRICE

a. *Section A – Executive Summary.*

- i. Offerors shall submit a one (1) page cover letter in accordance with FAR 52.215-1(c)(2), including:

- (1) The Solicitation number.
- (2) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the Solicitation and agreement to furnish any or all items upon which prices are offered.
- (3) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority.

- b. *Section B – Completed Solicitation Form (and amendments).* Offerors shall submit a completed Standard Form (SF) 1442 using a printed copy of the SF 1442 included in this Solicitation. If applicable, Offerors shall also submit a completed SF 30 for each Solicitation amendment, acknowledging all the amendments.

- c. *Section C – Bank Letter of Assurance (BLA) and Bank Letter of Guaranty (BLG):*

- i. BLA issued by a bank, insurance company, or other valid financial institution deemed acceptable by the Contracting Officer for the value of ~~€1,000,000.00~~ €3,000,000.00, containing the terms and conditions set forth in the RFP Attachment 5 shall be submitted with the proposal and shall include no different or additional terms.

BLG: Within SEVEN (7) calendar days after the date of award, the Contractor shall furnish the Contracting Officer a Bank Letter of Guaranty (BLG) for the performance of the work in the amount of €3,000,000, which is approximately ten percent (10%) of the total SATOC contract value, or lesser amount, at the discretion of the Contracting Officer, conforming to the format of the sample letter. Failure to furnish the BLG may be deemed a breach of contract. The BLG will be dated as of the contract award date or as soon thereafter as possible. The BLG shall state that it will continue in effect without change in amount or terms until the work has been finally inspected and accepted by the Government, and that thereafter it will continue in effect until expiration of any applicable warranty periods or extensions thereof in an amount equal to five percent (5%) of the contract price. The BLG shall also state that the bank agrees and

consents that the contract may be modified by change order or supplemental agreement without affecting the validity of the BLG. The Contracting Officer may require and the Contractor shall furnish the Contracting Officer with an increase in the amount of the BLG because of increases to the contract value. The BLG must contain the terms and conditions set forth in the RFP Attachment 6 and shall include no different or additional terms. The authorization to issue "Notice to Proceed" will not be effected until after approval and acceptance by the Contracting Officer of the BLG. The BLG shall be interpreted in accordance with U.S. law and is subject to the Choice of Law and Immunity for Legal Process clauses in the solicitation.

THE PROPOSAL MAY BE DEEMED INCOMPLETE AND MAY NOT BE EVALUATED FOR FAILURE TO PROVIDE A BANK LETTER OF ASSURANCE AS PRESCRIBED IN Section 01 30 00 – Administrative Requirements subsection 2.1.3(a).

- d. *Section D – SAM Registration, Representations & Certifications.* Offerors shall submit the following:
- i. A completed clause FAR 52.204-8(d).
 - ii. A copy of their current "Entity Registration" in the System for Award Management (SAM) as recorded at www.sam.gov, showing the following sections: "core data," "assertions", and "POCs".
 - iii. A copy of their current "FAR & DFARS Report" that demonstrates all their completed representations and certifications as recorded at www.sam.gov.
- e. *Section E – Factor 3, Price Schedule for Playground SATOC Labor Rates and Service.*

SUBMISSION REQUIREMENTS:

The Offeror is required to submit a complete *Price Schedule for Playground SATOC Labor Rates and Service* (Attachment 4 – in excel). Pricing shall be completed for all required field entries and all tabs (Base Year 1 through 5), these constitute the all contract line item numbers (CLINs). Rates to be proposed are fully burdened. **An Offeror that fails to submit a complete Pricing Schedule may not receive further consideration.**

From a price perspective, an Offeror's overall value will be assigned as being the sum of all the CLINs added together.

PRICING

1. CONTRACT ADMINISTRATION

Price Schedule of Services and Rates, pricing shall be used to administer the contract in conjunction with the Equipment Catalog, see this section and [Scope Statement](#) of Work. Line Items in the Schedule of Services and Rates are firm-fixed-prices with quantities are determined and negotiated per Task Order. Individual Task Orders will be issued as a lump sum firm-fixed-price.

The contractor shall perform all work including inspections, minor construction incidental to the equipment installation and/or fitness/sports fields, and shall provide all equipment, material, transportation and shipping, required to complete all Task Order work.

The price of each line item on the Price Schedule of Services and Rates shall be the fully burdened rate covering all costs incidental to the performance of that particular line item. The fully burdened rate shall include all direct and indirect costs, as well as all other costs associated with the line item to include but not limited to:

- a. Contractor's overhead and profit
- b. Subcontractor's overhead and profit
- c. All cost associated with bank guaranty or bond premiums
- d. All waste and excess material
- e. Employee payroll taxes, insurance and fringe benefits
- f. Other Insurances
- g. Business taxes, contributions, memberships, corporate headquarters support (legal, financial, etc.)
- h. Compliance with environmental laws (overhead {indirect} cost associated with performing work in compliance with EPA/OSHA regulations including local Government requirements, including obtaining any necessary licenses and permits, reporting requirements, etc.)
- i. Mobilization and close out for the total contract and each Task Order
- j. Compliance with protection and safety laws (i.e., safety rails, face and clothing protection, etc.)
- k. Clean up
- l. Traffic and work-site signs and barriers
- m. Project management and supervision
- n. Quality control
- o. Submittal preparation
- p. Office management and equipment
- q. Depreciation of mobile office(s)
- r. Protection of Government property
- s. Interest associated with funding of equipment and payroll
- t. As built drawings
- u. Permits, licenses and fees

- v. Salaries of personnel (other than hourly rates as defined in paragraph C.1.6.1.8), required to operate and manage the contract, information technology and computer equipment required to manage the contract, off base storage facilities, offices, administrative supplies, office equipment, incidental engineering, job site supervision, vehicle operations and maintenance expenses and telephone charges
- w. Travel and transportation
- x. Other risk of doing business (i.e. currency fluctuation risk)

The number of hours for hourly labor rate line items as defined in paragraph C.1.6.1.8 will be negotiated per project, when required, and the total price included in the lump sum price of the Task Order.

Construction provisions have been added and will apply to the construction work. Line items considered construction have a C preceding the line item number on the Price Schedule of Services and Rates.

The Government will make all Task Order awards and all payments for the entire life of the contract and all exercised options in Euros.

2. LABORER

Labor rates as defined in paragraph C.1.6.1.8, line item 0001, shall be as indicated on Section B, Schedule of Services and Rates, with quantities determined and negotiated per Task Order and shall be considered fully burdened rates.

3. RESILIENT SURFACE SYSTEM, POURED IN PLACE OVER MINERAL OR AGGREGATE and RUBBER SURFACE SYSTEM PLACED OVER CONCRETE OR ASPHALT

Resilient and Rubber Surface Systems, line items 0002 and 0003, shall be as indicated on Section B, Schedule of Services and Rates, with quantities determined and negotiated per Task Order and shall be considered fully burdened rates.

4. DELIVERY AND INSTALLATION OF MINERAL AGGREGATE BASE; MISCELLANEOUS WORK DESCRIPTION; DELIVERY AND INSTALLATION OF FENCING; and DEMOLITION

Work for line item C-0004 and C-0005 through and inclusive of C-0030 shall be as indicated on Section B, Schedule of Services and Rates, with quantities determined and negotiated per Task Order and shall be considered fully burdened rates.

5. EQUIPMENT CATALOG

Playground and fitness or sports field equipment, ~~line item 0032,~~ for each Task Order shall be priced directly from the current Equipment Pricing Schedule (catalog), as follows:

a. Playground or fitness or sports field equipment shall be priced directly from the current Equipment Catalog. The Equipment Catalog is the Contractor's catalog and/or equipment pricing list. The EPS prices shall remain in effect until 31 December, or the manufacturer's annual expiration date. The Contractor shall, on or before 31 December of each year (at least three weeks prior is preferred), or the annual expiration date, provide an updated Equipment Catalog. The pricing of the new Equipment Catalog is subject to the Contracting Officers approval and shall become effective the date accepted by the contracting officer. This process shall be repeated for subsequent years.

b. All Task Order awards shall be awarded and paid in Euros. However, if equipment prices are in a currency other than Euros, in the Equipment Catalog, the Contracting Officer will apply a currency conversion based on the current daily exchange rate on the day of the approved and signed negotiation. Rates will be established by accessing the Federal Reserve Statistical Release, Foreign Exchange Rates, updated weekly at the following link:
<http://www.federalreserve.gov/releases/h10/>.

c. The total price to be paid for playground equipment shall be based on an the established Equipment Catalog (converted to Euros), less all applicable discounts to the Government, and that in no event shall the price exceed the Contractor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.

d. The discount shall be calculated by multiplying the discount percentage to the Price for Equipment, then subtracting the discount from the Price for Equipment which equals the Equipment Total Price.

Formula:

Price for Equipment – (Discount % x Price for Equipment, sum of price taken from catalog) = Equipment Total Price

Example: €10,000 - (1% x €10,000) = €9,900

6. DESIGN LAYOUT, CERTIFIED EQUIPMENT INSTALLATION, AND CERTIFICATION

Design Layout, Certified Equipment Installation, and Certification (DLCEIC), line item 0033, shall be a percentage applied to each Task Order for playground design layout and playground and/or fitness or sports field equipment installation (including equipment foundation works). The percentage awarded for the base and each option year shall be used to administrate the contract. The DLCEIC percentage shall be considered a fully burdened rate based on the entire effort of work to complete the equipment design layout, installation of equipment including foundations, certify equipment installation, and certification for playgrounds which price will include but is not limited to management services, supervision, personnel, labor (other than hourly rates of Line Item 0001 where allowed), materials, facilities, transportation, designers, ordering equipment, overseeing delivery of equipment, providing certified equipment installers, certification and certifiers of playground equipment, providing the warranty of equipment, and all administrative and clerical costs per Task Order, unless specified elsewhere in this specification. This costs includes as-built and certification/final package turn-over documentation.

To calculate DLCEIC, the awarded percentage for DLCEIC shall be multiplied to the final negotiated Euro amount for the equipment ordered on the Task Order. To calculate the Task Order amount, the resulting product for DLCEIC and equipment is then added to the total Euro amount of equipment ordered.

Formula:

Price for Equipment + (DLCEIC % x Price for Equipment, sum of price taken from catalog and including reduction for discount) = Total Price for Design and Equipment

$$€9,900 + (7.5\% \times €9,900) = €10,642.50$$

7. SHIPPING

Shipping will be calculated per Task Order and shall be in accordance with FAR 47, FOB Destination. This item is subject to negotiation. If the cost of final delivery is more the contractor can request modification to cover increased costs. If the final costs is lower than negotiated the government can also request credit. Final shipping costs proof is due upon delivery of equipment per task order to the COR.

8. TYPICAL EQUIPMENT LIST DESCRIPTION

All sizes and quantities are approximate and Offeror shall provide a cost for their equipment which is similar in size to the equipment listed in this document and on Section B, Schedule of Services and Rates, "Equipment Price List".

Equipment Item Number and basic description:

1. Park bench with back, 6-foot long.

2. Park bench without back, 6-foot long.
3. Square sunshade structure, 10-foot x 10 foot, minimum 8-foot clearance from lowest point of the underside of the roof to ground.
4. Square sunshade structure, 15-foot x 15 foot, minimum 8-foot clearance from lowest point of the underside of the roof to ground.
5. Square sunshade structure, 20-foot x 20 foot, minimum 8-foot clearance from the lowest point of the underside of the roof to ground.
6. Pre-school age (2 to 5 years old) climb structure with the minimum following features: two platforms each, with a minimum dimension of 40-inch x 40 inch, including an A-frame type roof for each platform; one set of standard access steps to one of the platforms; one solid bridge structure, a minimum of 5-foot long, including handrails and spanning between platforms; one straight type slide, a minimum of 6-foot long, including four barrier panels each. Structure cost shall include posts for the platforms with a minimum 2-foot clearance from platform to the ground.
7. School age (5 to 12 years old) climb structure with the minimum following features: three platforms each, with a minimum dimension of 40 inch x 40 inch, including an A-frame type roof for each platform; one set of standard access steps to one of the platforms; one solid bridge structure, a minimum of a 5-foot long, including handrails and spanning between platforms; one chain type bridge structure, including handrails and spanning between platforms; one spiral type slide, a minimum of 6-foot long, including six barrier panels each. Structure cost shall include posts for the platforms with a minimum 30-inch clearance from the platform to the ground.
8. Swing set, 7-foot high x 10-foot wide, including two seats for pre-school children.
9. Swing set, 8-foot high x 10-foot wide, including two each seats for school age children.
10. Playhouse, minimum of 5-foot x 5 foot, with solid roof structure, floor, doorway, and two windows.
11. Picnic table, 6-foot long, minimum 24-inch clearance from ground.
12. Picnic table, 4-foot long, minimum 24-inch clearance from ground

EVALUATION CRITERIA:

Price will not be assigned an adjectival rating, but rather the Government will evaluate Contract Line Items (CLIN) prices and total evaluated price in accordance with FAR 15.404-1. Offerors are reminded, in accordance with FAR 52.215-20, the Contracting Officer may require additional Other than Cost and Pricing Data to support analysis as required to determine a price fair and reasonable in accordance with FAR 15.403-1. The Government will evaluate price for the base awards based on a Fixed Price Schedule to be completed by the Offeror. The Offeror's proposed fixed prices shall not be exceeded on any future task order proposals; however, Offerors may always propose lower prices if appropriate for any task order.

Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:

- (i) Comparison of proposed prices received in response to the Solicitation.
- (ii) Comparison of proposed prices with the Independent Government Estimate.
- (iii) Comparison of proposed prices with available historical information.

Prices proposed will be analyzed to determine if the prices are unbalanced. If the price analysis indicates that an offer is unbalanced the Contracting Officer shall consider the risks to the Government associated with the unbalanced pricing. An offer will be rejected if the lack of balance poses an unacceptable risk to the Government.

Price will not be rated, but will be considered in establishing the competitive range prior to discussions (if held) and in making the final determination of best value. The Government will perform price analysis on all proposals received in accordance with FAR 15.404-1 to determine completeness, balanced pricing, reasonableness, and understanding of the work.

f. *Section F - Financial Information* (e.g., past three years financial statements, annual reports, Dun & Bradstreet Ratings, and or number, bank name, and POC, etc.).

g. *Section G – Defense Base Act Insurance (DBA)*. The contractor shall certify in the proposal whether DBA insurance is required. See Section 01 30 00 Administrative Requirements subsection 2.1.3(c).

C. EVALUATION APPROACH

All proposals shall be evaluated by the SST.

1. DEFINITIONS. The following definitions are provided to assist evaluators in the evaluation process:

Strength. An aspect of an Offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.

Significant Strength. An aspect of an Offeror's proposal that has appreciable merit or appreciably exceeds specified performance or capability requirements

in a way that will be appreciably advantageous to the Government during contract performance.

Weakness. A flaw in the proposal that increases the risk of unsuccessful contract performance. See FAR 15.001.

Significant Weakness. A flaw in the proposal that appreciably increases the risk of unsuccessful contract performance. See FAR 15.001.

Deficiency. A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. See FAR 15.001.

Clarification. Limited exchanges between the Government and Offerors that may occur when award without discussions is contemplated. See FAR 15.306.

D. DISCUSSIONS

1. GENERAL INFORMATION. The Government intends to award without discussions, in accordance with the provisions of the RFP and applicable acquisition regulations. The Government will evaluate offers in accordance with the NON-PRICE EVALUATION FACTORS as described above, and the Offeror's proposed price. Pursuant to FAR 15.306(d), however, discussion sessions may be held if the Contracting officer determines them necessary to determine that award will satisfactorily provide the Government its requirement at a fair and reasonable price. Should discussions take place, a competitive range will be established and all Offerors in the competitive range will be allowed an opportunity to submit Final Proposal Revisions. In addition, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

2. DISCUSSION SCHEDULING. If discussions are conducted, the Contracting Officer will schedule the discussion sessions, and each Offeror will be notified in advanced. The Contracting Officer will provide additional instructions with the notification.

(End of Summary of Changes)

