

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700) ➡		Rating DOA6	Page 1	of 88	Pages
2. Contract Number		3. Solicitation Number W52P1J-19-R-0070		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		5. Date Issued 2019SEP18		6. Requisition/Purchase Number SEE SCHEDULE
7. Issued By ARMY CONTRACTING COMMAND - RI CCRI-VG ROCK ISLAND, IL 61299-8000 BLDGS 60 & 62			Code W52P1J	8. Address Offer To (If Other Than Item 7)				

NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 05:00pm (hour) local time 2019OCT18 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call: ➡		A. Name JOSEPH E. PORTER		B. Telephone (No Collect Calls)			C. E-mail Address JOSEPH.E.PORTER2.CIV@MAIL.MIL	
				Area Code (309)	Number 782-5534	Ext.		

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment (See Section I, Clause No. 52.232-8) ➡	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	Calendar Days (%)
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14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		Amendment No.	Date	Amendment No.	Date

15A. Name and Address of Offeror		Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)	
15B. Telephone Number		15C. Check if Remittance Address is <input type="checkbox"/> Different From Above - Enter such Address In Schedule		17. Signature	18. Offer Date
Area Code	Number	Ext.			

AWARD (To be completed by Government)

19. Accepted As To Items Numbered		20. Amount	21. Accounting And Appropriation		
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()			23. Submit Invoices To Address Shown In (4 copies unless otherwise specified) ➡		Item 25
24. Administered By (If other than Item 7) Code			25. Payment Will Be Made By Code		
26. Name of Contracting Officer (Type or Print)			27. United States Of America (Signature of Contracting Officer)		28. Award Date

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: JOSEPH E. PORTER
 Buyer Office Symbol/Telephone Number: CCRI-VG/(309)782-5534
 Type of Contract 1: Cost Plus Fixed Fee
 Type of Contract 2: Firm Fixed Price
 Kind of Contract: Service Contracts

*** End of Narrative A0000 ***
 THIS RFP WILL BE COMPETED AMONGST ONLY THOSE OFFERORS THAT HOLD AN ENHANCED ARMY GLOBAL LOGISTICS ENTERPRISE (EAGLE) BASIC ORDERING AGREEMENT (BOA) BY THE CLOSING DATE OF THIS RFP.

A.1 The U.S. Army has a requirement at Ft. Benning, Georgia for logistics support services, including maintenance, supply, and transportation support.

A.2 This is the official RFP and supporting documentation for the Ft. Benning requirement. Industry feedback received on the DRAFT documents was taken into consideration in the preparation of the final RFP documents. Please note that the Government answers provided in response to the feedback received on the DRAFT documents are not incorporated into this RFP.

A.3 This RFP is unrestricted and will be competed among those Offerors that hold an EAGLE Program BOA under North American Industry Classification System (NAICS) Code 561210 by the closing date of this RFP. This RFP will result in a Cost Plus Fixed Fee with some Firm Fixed Priced CLINs task order with one (1) 12 month base period, to include a 90 day transition in period, and four (4) 1 year options. The Government will also evaluate the Option to Extend Services under Federal Acquisition Regulation (FAR) Clause 52.217-8 by adding one-half of the Offeror's final option period price to the Offeror's total price. Therefore, the Offeror's total evaluated price will include the prices for the base period, first option period, second option period, third option period, fourth option period, plus one-half of the fourth option period price. The evaluated option periods and the option to extend services under FAR 52.217-8, which will be awarded at the Government's sole discretion, will be based on need and performance of contractors.

A.4 The period of performance for each Contract Line Item Number (CLIN) is from task order start date through 1827 days after the task order start date is identified below:

CLIN SERVICE PERIOD OF PERFORMANCE:

Base Year (includes 30/60/90 day Transition In): CLIN 0001-0010, NTP - 366 days after NTP

Option Year 1: CLINs 1001 - 1010, 367 days after NTP - 731 days after NTP
 Option Year 2: CLINs 2001 - 2010, 732 days after NTP - 1096 days after NTP
 Option Year 3: CLINs 3001 - 3010, 1097 days after NTP - 1461 days after NTP
 Option Year 4: CLINs 4001 - 4010, 1462 days after NTP - 1827 days after NTP

Transition and Fully Operational Capability (FOC) efforts are part of a single requirement and period of performance. All Transition efforts are still required to be completed within the first ninety (90) days of performance; however, transition to FOC is part of a seamless process. The Contracting Officer may authorize proceeding into FOC as various elements of transition are complete prior to the end of the ninety (90) day Transition period.

A.5 This Best Value source selection process will include an evaluation of the following four (4) factors: (1) Technical, (2) Past Performance, (3) Cost/Price and (4) Small Business Participation. A Task Order award under this EAGLE competition will be made to the Offeror determined to be responsible (in accordance with (IAW) FAR subpart 9.1) whose proposal conforms to the RFP requirements and is determined to be the lowest evaluated (fair and reasonable) priced proposal that is determined technically Acceptable with Substantial Confidence in Past Performance and an Acceptable or higher rating in Small Business Participation.

A.6 The Offeror's proposal shall be valid for 180 days from the closing date of the RFP.

A.7 The incumbent contractor is VS2 LLC under contract W52P1J-13-G-0029-0001.

A.8 Intentionally left blank

A.9 Government Furnished Facilities and Equipment are identified in the Exhibit A - Fort Benning Technical Data Portfolio in Section J of this RFP and identified in the Attachment 0001 - Fort Benning Performance Work Statement Portfolio.

A.10 Please note that this RFP contains a Section B, "Supplies or Services and Prices/Costs"; however, Offerors are required to complete and submit the Cost/Price Matrix identified as Attachment 0005.

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A.11 The Government intends to conduct a Post Award Conference with the awardee following Task Order award.

A.12 This RFP should not be discussed with any Government employee except the Procuring Contracting Officer (PCO), Corbin De La Cruz or Contract Specialist, Joseph Porter, whom may be contacted at usarmy.RIA.acc.mbx.eagle@mail.mil.

A.13 This RFP and any amendments to this RFP shall be issued electronically. Because of this, the Government is under no obligation to maintain an Offerors mailing list. Any EAGLE BOA holders interested in this requirement must periodically access the FEDBIZOPS at <https://www.fbo.gov/> to obtain the RFP and any amendments that may be issued. Failure to provide proposals in accordance with the instructions/format specified in this RFP shall render the Offerors proposal non compliant. The proposal will not be evaluated and will not be further considered for award.

A.14 The Government is not obligated to provide responses to any questions submitted by Offerors, but will consider them and incorporate changes into the RFP as deemed necessary.

A.15 The closing date and time for this RFP is identified on page 1 of this RFP, the Local Time is Central Time. All proposal documents are due at the time set forth in this RFP.

A.16 The FedBizOpps (FBO.gov) bid response system will be used in this procurement. FBO.gov allows Offerors to electronically submit proposals to RFPs posted on FBO see Paragraph L.3. Note: links to third party cloud file services or a Drop Box are not acceptable for delivery of proposals.

A.17 The DD254 Security Form is provided as Attachment 0012. The Offeror/ Subcontractor identified on Attachment 0005, Tab 2 shall have a SECRET Facility Clearance prior to this RFP closing date. In addition, the Offeror /Subcontractors must have a Facilities Clearance in order for personnel within the company to obtain a SECRET Clearance.

A.18 The Government will compare the Offeror's proposal to Section L in order to perform a compliance review. Failure to provide proposals in accordance with the instructions/format specified in this RFP shall render the Offerors proposal noncompliant. The proposal will not be further evaluated and will not be further considered for award. The Government reserves the right to waive the Strict Compliance Review if it is in the Government's best interest.

A.19 The Army Sustainment Command (ASC) will be using a support contractor, SERCO, for assistance in the management and oversight of the EAGLE task orders with a particular emphasis on cost management. To perform these duties, SERCO employees supporting this effort will have access to the following contract information under EAGLE:

-Award documents and all modifications to include cost/price information

-Invoices

-Union Agreements to include labor rates

-All Contract Data Requirements Lists submissions

The contractor support provided by SERCO or any other future support contractor is technical in nature, and in no way supplants the Governments exclusive responsibility for the decision making regarding contract management and oversight. The support contract prohibits the unauthorized use or disclosure of any of the aforementioned information. Further, SERCO has signed a non-compete statement for the EAGLE program and will not submit a proposal on EAGLE solicitation (as a prime, subcontractor, or advisor) and will not participate in any resultant contract in any aforementioned role IAW FAR 9.507 (to prevent an unfair competitive advantage). All awardees will be required to permit this support contractor to have necessary access to the documents outlined above and enter into an agreement with the support contractor permitting such necessary access, and establishing proper protections (see FAR 9.505-4(b)).

A.20 Organizational conflict of interest (OCI) means a situation in which:(1) A Government contract requires a contractor to exercise judgment to assist the Government in a matter (such as in drafting specifications or assessing another contractor's proposal or performance) and the contractor or its affiliates have financial or other interests at stake in the matter, so that a reasonable person might have concern that when performing work under the contract, the contractor may be improperly influenced by its own interests rather than the best interests of the Government; or (2) A contractor could have an unfair competitive advantage in an acquisition as a result of having performed work on a Government contract, under circumstances such as those described in paragraph (1) of this definition that put the contractor in a position to influence the acquisition.(3) If the Contractor identifies an OCI, the Contractor shall make a prompt and full disclosure in writing to the Procuring Contracting Officer (PCO). OCI that arise during performance of the contract, as well as newly discovered conflicts that existed before contract award, shall be disclosed.

A.21 Notice of Organizational Conflicts of Interests (OCI): SERCO Inc., and affiliates, subsidiaries, or subcontractors are precluded from offering a proposal as either a prime or a subcontractor, or from participating as a member of any team competing for this contract and/or any other resultant contracts stemming from this RFP. The Government reserves the right to reject any offer it considers to represent an OCI. Offerors are directed to FAR 9.5 for further information on OCIs for detailed OCI contract restrictions/requirements.

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A.22 This is a Requirements Contract IAW FAR 52.216-21 for the services specified in the PWS and workload data, and effective for the period of performance identified in Paragraph A.4.

A.23 The Estimated Total Contract Value (ETCV) is TBD (at award). The ETCV amount is NOT a ceiling price, but rather an ESTIMATE of the total five (5) "and a half" years of performance under this contract.

A.24 If an Amendment is deemed necessary for this RFP, the Amendment notice will be posted electronically to FBO (as stated in A.13). Please be advised that when an Amendment is posted to FBO, it will be listed on the bottom of the RFP notice.

*** END OF NARRATIVE A0001 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
9999	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS <u>SERVICES LINE ITEM</u>				

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B.1 OFFERORS SHALL SUBMIT PRICES USING ATTACHMENT 0005-COST/PRICE MATRIX BILLING INSTRUCTIONS FOR CLIN 0001-0010 The Contractor is authorized to bill IAW FAR52.216-7(a)(1).

*** END OF NARRATIVE B0001 ***

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Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 EAGLE BUSINESS RULES - STEP THREE TASK ORDER REQUEST

(a) An Offeror must be a qualified BOA holder by the closing date of the RFP. The Government is under no obligation to place an order against an EAGLE BOA.

(b) A Task Order becomes a binding contract at the time of the Government's acceptance of a Task Order proposal and award of a Task Order per FAR 16.703(c)(1)(iv).

(c) This Task Order is being competed among EAGLE BOA holders who hold a BOA at the time of the closing date of the RFP. No extensions to the RFP will occur for purposes of allowing interested Offerors additional time to become an EAGLE BOA holder. The Government will confirm that an Offeror is a qualified BOA holder by checking the effective date of an Offeror's BOA. Due to the complexity and the wide range of capabilities required by this Task Order, Joint Ventures (JVs) may be utilized; however, a JV offeror must be an approved BOA holder from Step Two in order to propose as a Prime on this Task Order solicitation, and the JV must comply with the applicable requirements of Title 13 of the Code of Federal Regulations (CFR) (see Parts 121.103(h), 124.513, 125.15, 126.616, and 127.506).

(d) In Step Two (i.e. BOA process), BOA holders were required to demonstrate the capability to perform all three functional areas; that technical capability may have been achieved with or without subcontractors. For this Task Order (Step Three), Offerors are not required to propose those same subcontractors that were used to establish technical capability in Step Two; however, the Offeror must propose itself and any subcontractors that are necessary for it to be able to meet the evaluation criteria and successfully perform the requirements of this Task Order.

(e) The contractor shall adhere to the prices proposed and agreed to in this resultant task order issued against its BOA. The contractor is not authorized to begin work on an order issued against the BOA until prices have been established. In the event that the Contracting Officer requires work to begin prior to establishment of pricing, failure to reach agreement on price may be disputed under the Disputes clause.

(f) The following sections submitted by the Offeror with its BOA proposal will be carried forward and incorporated by reference into this Step Three EAGLE Task Order contract:

BOA RFP L.5.1.5 Property Management Plan

BOA RFP L.5.2.1(c) Resource / Task Order Management

BOA RFP L.5.2.1(d) Flexible Staffing Approach

BOA RFP L.5.2.1(e) Transition-in Approach

BOA RFP L.5.2.3(b)(3) Identification of an onsite independent quality control

(g) Failure to comply with any term of the Task Order, to include meeting small business subcontracting goals, may result in negative past performance that could negatively impact the BOA holder's ability to be successful in future Task Order competitions.

(h) The Contractor may be required to enter into an Associate Contractor Agreement (ACA) with another contractor as part of this task order performance.

(i) Responsibility determinations will be made at Step Three. An otherwise successful Offeror may not be eligible for award if it cannot be determined responsible for any of the reasons in FAR 9.104, including capacity.

(k) Size Standards. SBA's size eligibility standards are found in Title 13 of the Code of Federal Regulations (CFR) Part 121 (13 CFR Part 121). In order to ensure that an Offeror qualifies as an eligible small business, prospective Offerors are encouraged to review this regulation (which was substantially revised in 2016) in its entirety. 13 CFR 121.103 in particular may assist a prospective offeror in assessing whether affiliation could apply; a finding by the SBA of affiliation between entities may result in a determination that the Offeror is other than a small business and therefore ineligible for the Small Business Set Aside Task Order award. An offeror with questions regarding size eligibility standards should contact its legal counsel and/or SBA Office of Government Contracting personnel; 8(a) Program participants may consult the cognizant SBA Business Opportunity Specialist. The SBA is the sole authority for making determinations of small business status for small business programs; such determinations are binding on the Offeror and on the Contracting Officer. Generally, SBA determines the size status of a concern (including affiliates) as of the date the concern submits a written self-certification that it is small to the procuring agency as part of its initial offer including price. This determination is done at this Task Order level (Step Three) and will apply for the term of the Task Order not to exceed (NTE) five (5) years. For task orders that exceed five (5) years, FAR 52.219-28, Post-Award Small Business Program Representation, applies. Entities proposing as a JV are encouraged to specifically review 13 CFR 121.103, How Does SBA Determine Affiliation? subparagraph (h) (Affiliation based on joint ventures) prior to submitting a proposal. 13 CFR 121.103 provides several examples that may assist a prospective offeror in assessing whether affiliation could be applied to its JV. Note: In accordance with 13 CFR 121.103, a JV of two (2) or more business concerns may submit an offer as a small business without regard to affiliation so long as each concern is small under the size standard for NAICS

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561210. In order for this affiliation exception to apply, however, the following conditions must be met: there must be a written JV agreement, the JV must do business under its own name and be identified in the System for Award Management (SAM), and the JV must not have been awarded more than three (3) contracts within a two-year period from the date of award of the first contract (i.e. as of the date that it submits an initial offer that leads to the award of a contract, the JV must not have been awarded any more than two (2) contracts in the previous two (2) years). Offerors proposing subcontracting arrangements at this Task Order level (Step Three) are encouraged to specifically review 13 CFR 121.103, "How Does SBA Determine Affiliation? (subparagraph (h)(4)) prior to submitting a proposal. A finding by the SBA of affiliation between an offeror and its subcontractor(s) may result in a determination that the Offeror is other than a small business and therefore ineligible for the SBSA Task Order award. For SBSA solicitations, Offerors proposing subcontracting arrangements at the Task Order level (Step Three) may be required to explain which of its subcontractors are similarly situated subcontractors pursuant to the definition provided in 13 CFR 125.1 for purposes of determining whether the arrangement includes the use of any ostensible subcontractors and thus treated as a JV and the entities considered affiliated.

(1) Limitations on Subcontracting (Subject to Change with Pending Legislation) Offerors must be cognizant of FAR 52.219-14, "Limitations on Subcontracting." This clause is mandatory for all set-aside acquisitions. When an Offeror self-certifies in Section K of the solicitation that it is a small business, the Offeror is also self-certifying it will comply with FAR 52.219-14, which means that with the submission of an offer and execution of a contract, the offeror agrees that in the case of a contract for Services, at least percent fifty (50%) of the cost of contract performance incurred for personnel shall be expended for employees of the concern. Any indication on the face of the proposal that the offeror will not or cannot comply with the Limitations on Subcontracting clause will render the proposal unacceptable and the offeror ineligible for award; that is a decision that will be made during the evaluation of the proposal, not during a responsibility determination, and thus does not go to the SBA for final review.

(1) ORGANIZATIONAL CONFLICT OF INTEREST

The EAGLE contractor grants authority for Government officials to release necessary proprietary information to the ASC support contractor (currently SERCO, Inc.) to assist ASC in the management and oversight of EAGLE task orders. The EAGLE contractor shall immediately upon award negotiate and execute an agreement with the support contractor to permit access to necessary proprietary information and to protect against improper release of such information by the support contractor in accordance with FAR 9.505-4. The EAGLE contractor shall ensure that this authority covers any proprietary information that may be required of subcontractors as well.

C.2 CONTRACTOR PERFORMANCE MANAGEMENT REVIEW

(a) All tasks under this contract will be subject to periodic (not less than quarterly) performance management reviews (PMR). The performance reviews will be written in the form of a Contractor Performance Assessment Report (CPAR) in accordance with the Department of Defense (DoD) Contractor Performance Assessment Reporting System (CPARS). The PMR can be either positive, outlining best practices or cost savings, or negative in the event the contractor fails to perform as outlined in the PWS, applicable regulations, or PCO direction. PMRs will be provided to the contractor not less than quarterly or as deemed necessary by the COR, Government Program Manager or PCO. The Contractor will receive briefings on the PMR reports and be allowed the opportunity to submit a response. Contract Deficiency Reports (CDRs) and/or Corrective Action Request (CARs) will be reviewed during the PMR, if the Government deems them material. The contractor will present its independent assessment of performance during the PMR. Contractor's presentation will consist of work accomplished, evaluation of work against applicable program metrics (to include schedule), cost savings, lessons learned, forecasted staffing requirements based on anticipated workload, self-evaluations/inspection results, corrective actions, funding levels/contractor performance report (financial), contractor-employee utilization rates and must address all CARs, CDRs or other notices issued by the PCO.

(b) Contractor Performance Assessment: Currently, the Government uses an escalating system of deficiency reporting: local (on-site) and PCO issued contract discrepancy report (CDR; DA Form 5479). Local deficiency reporting consists of: verbal notification and CAR. Verbal notification is primarily used for non-repeating, minor nonconformance/discrepancies of tasks that can be re-performed at no additional cost to the government and with minimal impact to the effort. A CAR will be issued by COR/COTR/QAE when previous verbal notifications failed to result in corrective actions or when more/major non-conformance or significant deficiencies exist/occur. The CAR will be issued to the contractor by the COR and forwarded to the PCO through the government program management office/COR for tracking/action. Un-resolved CARs or significant deficiencies will result in the PCO issuing a formal CDR. CDRs are provided to the contractor's corporate office(s) for action with an assigned suspense date. CDRs are a significant indicator of performance and will be used to substantiate the Government's CPARS input. Performance deficiencies may include any government-identified noncompliance with contract requirements; an activity or action did not take place, or did not take place to the standards of timeliness or quality required. Note, that while the contractor will be given the opportunity for re-performance when possible, significant deficiencies will nevertheless be documented. Use of this escalating deficiency reporting procedure does not, in any way, limit the Government's ability to take corrective action up to and including termination.

(c) Contractor's Fixed Fee will be assessed for validated negative PMRs, unresolved CDRs or as determined by the PCO IAW FAR 52.246-5 using the following schedule: Critical Nonconformance - Contractor's fee will be assessed not less than 10% (ten percent) of the monthly fixed fee in which the critical nonconformance occurred. PCO determination will address the exact fee decrement based on severity, impact to the effort, contractor willingness to resolve and any other factors as deemed relevant by the PCO. Unresolved CDRs - Contractor's fee will be assessed not less than 5% (five percent) of the daily fixed fee starting with first day of delinquency in resolution. Fee reduction percentages are assigned as follows; however, the PCO has the discretion to apply whatever percentage it deems reasonable based on severity, impact to the effort, contractor willingness to resolve and any other factors as deemed relevant by the

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PCO.Percentage of Fee:Critical: 10% and above (monthly) Major: 7-10% (daily)Minor: 5-7% (daily)The Contractor will be given the opportunity to comment and respond to issued CARs and/or CDRs during the PMR prior to the Government executing a fee decrement. Definitions:Critical nonconformance - a nonconformance that is likely to result in hazardous or unsafe conditions for individuals using, maintaining, or depending upon the supplies or services; or is likely to prevent performance of a vital agency mission. Repeated or unresolved major nonconformance will result in re-designation as critical nonconformance. Major nonconformance - a nonconformance, other than critical, that is likely to result in failure of the supplies or services, or to materially reduce the usability of the supplies or services for their intended purpose. Repeated or unresolved minor nonconformance will result in re-designation as major nonconformance. Minor nonconformance - a nonconformance that is not likely to materially reduce the usability of the supplies or services for their intended purpose, or is a departure from established standards having little bearing on the effective use or operation of the supplies or services. Unresolved CDR - a CDR remaining unresolved, or unacknowledged, past the PCO established suspense date may be re-designated as minor, major or critical based on the PCO independent determination. Daily Fee - The yearly fixed fee amount divided by 12 months divided by 30 days.

C.3 PURCHASING AND INVOICING PROCEDURES

(a) The Government and Contractor shall utilize the procedures outlined in the Purchasing and Invoicing Guide (Attachment 0009). This guide details the process that the United States Government (USG) will use to conduct and oversee contractor purchasing and invoicing on this task order. Each step in the process will be described in detail along with the responsibilities of each individual position. It is the intent of the Government that the process will be sufficient for detailed cost accounting and approval without negatively impacting the contractor's ability to provide Maintenance, Supply, and Transportation services at Fort Benning, GA. If the process is found to negatively impact operations it will be re-evaluated by the USG and updated appropriately to achieve the desired effect.

(b) Final invoice for the Transition-In CLIN shall be submitted no later than 7 days after the end of CLIN 0001's period of performance.

C.4 GOVERNMENT PROPERTY

(a) In the event that Government property accountable to this contract is lost, damaged, destroyed or stolen, the Contractor shall promptly perform an investigation and provide a report to the Contracting Officer or the Contracting Officers representative IAW FAR 52.245-1(f)(1)(vi) and DFARS 252.245-7002 Reporting Loss of Government Property. The Contracting Officer shall review the Contractor's report and, if the Contracting Officer deems necessary, may perform an additional independent investigation in accordance with FAR 52.245-1 (g). In accordance with FAR 52.245-1 (g) (3) should it be determined by the Government that the Contractor's (or subcontractors) property management practices are inadequate or not acceptable for the effective management and control of Government property under this contract, or present an undue risk to the Government, the Contractor shall prepare a corrective action plan and take all necessary corrective actions as specified by the schedule within the corrective action plan. The Contracting Officer may, in writing, revoke the Governments assumption of risk for loss, theft, damage or destruction, due to a determination under FAR 52.245-1 (g) that the Contractors property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contracting Officer revokes the Government's assumption of liability and holds the Contractor liable, the Contractor may not charge the Government for the loss, theft, damage or destruction of Government property or any costs associated thereof except as provided in accordance with FAR 52.245-1 (h) (1) (iii). The Contracting Officer may delegate the investigation to an appropriate Government representative of the Contracting Officer's choosing.

C.5 COST/PRICE CONTRACT EXECUTION

(a) If the Offerors' and/or Subcontractors' proposals include indirect expense rate(s) which were determined by the Government to be not fully supported, those rates will be capped at the proposed rates for evaluation purposes and for the life of the task order contract, including any additional workload outside the original estimate pursuant to the Requirements clause FAR 52.216-21. In the event a rate(s) is capped, the following statements will be included in the award document, as applicable.

CAPPED RATES:
INDIRECT RATE(s):
PRIME: KTR NAME

KTR NAME proposal dated XXX included indirect rates which were determined by the Government to be not fully supported. As such, the following rates are hereby CAPPED for the life of this requirements task order (52.216-21) in accordance with M.5.3.3(a) of the solicitation:

for CAPPED RATE(S) by period

Example: update accordingly if applicable Overhead = Base - 3%, OY1 - 3.25%, OY2- 3.5%, OY3 - 3.75% OY4 -4%, and G&A = Base - 3%, OY1 - 3.25%, OY2- 3.5%, OY3 - 3.75% OY4 -4%,

SUBCONTRACTOR: KTR NAME

The Cost/Price proposal dated XXX independently submitted by Subcontractor, KTR NAME, included indirect rates which were determined by the Government to be not fully supported. As such, the following rates are hereby CAPPED for the life of this requirements task order

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Name of Offeror or Contractor:

(52.216-21) in accordance with M.5.3.3(a) of the solicitation:

for CAPPED RATE(S) by period

Example: update accordingly if applicable Overhead = Base - 3%, OY1 - 3.25%, OY2- 3.5%, OY3 - 3.75% OY4 - 4%, and G&A = Base - 3%, OY1 - 3.25%, OY2- 3.5%, OY3 - 3.75% OY4 - 4%,

FEE RATE(s):

This is a Cost Plus Fixed Fee contract and thus, by definition, the fee is fixed at the DOLLAR amount proposed in the Cost/Price proposal. If, at any time during the life of this requirements task order (52.216-21), a change order is necessary for modification of the requirements, the subsequent fee amount will be subject to a CAP based on the following fee RATES proposed in KTR NAME proposal dated XXX, in accordance with M.5.3.3(b) of the solicitation:

for all work self- performed, ## for subcontract work

(b) Fee Rates: Contractor name proposal dated XXX included a fee rate(s) of XX% which is hereby capped as proposed for the life of this task order in accordance with M.5.3.3(b) of the Solicitation.

C.6 AbilityOne Program and/or 8(a) Contracts

(a) Notwithstanding the inclusion of FAR 52.216-21 in this task order, any maintenance, supply, and transportation tasks currently being performed by an AbilityOne contractor or an 8(a) contractor at Fort Benning, GA, or subsequently determined appropriate for performance by an AbilityOne contractor or an 8(a) contractor, are not included within the scope of this EAGLE requirements Task Order.

C.7 POST - AWARD CONFERENCE: The Contractor agrees to attend any post-award conference convened by the contracting activity or contract administration office IAW FAR subpart 42.5.

*** END OF NARRATIVE C0001 ***

STATEMENT OF WORK: CONTRACTOR MANPOWER REPORTING (CMR)

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Logistics Support Services for Fort Benning, GA via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <https://www.ecmra.mil/> , and then click on "Department of the Army CMRA" or the icon of the DoD organization that is receiving or benefitting from the contracted services.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2020. Contractors may direct questions to the help desk by clicking on Send an email which is located under the Help Resources ribbon on the right side of the login page of the applicable Service/Components CMR website.

*** END OF NARRATIVE C0002 ***

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Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

This document 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 these addresses:

<http://farsite.hill.af.mil/> or <https://www.acquisition.gov/>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-3	INSPECTION OF SUPPLIES--COST-REIMBURSEMENT	MAY/2001
E-2	52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG/1996
E-3	52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR/1984
E-4	52.246-14	INSPECTION OF TRANSPORTATION	APR/1984
E-5	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	DEC/2014

(a) The contractor shall comply with the higher-level quality standard(s) listed below.

ISO 9001-2015

(b) The contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts in--

- (1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or
 - (2) When the technical requirements of a subcontract require--
 - (i) Control of such things as design, work operations, in-process control, testing and inspection; or
 - (ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.
- (End of clause)

Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

This document 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 these addresses:

<http://farsite.hill.af.mil/> or <https://www.acquisition.gov/>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-15	STOP-WORK ORDER (AUG 1989) -- ALTERNATE I (APR 1984)	APR/1984
F-3	252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY	AUG/2012

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SECTION G - CONTRACT ADMINISTRATION DATA

	Regulatory Cite	Title	Date
G-1	252.232-7006	WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS	DEC/2018

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items--

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

2 in 1 for Firm Fixed Price Type CLIN

Cost Voucher (CV) for Cost Type CLINs

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

Destination

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

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

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

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

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

Name of Offeror or Contractor:

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	TBD
Issue By DoDAAC	TBD
Admin DoDAAC	TBD
Inspect By DoDAAC	TBD
Ship To Code	TBD
Ship From Code	TBD
Mark For Code	TBD
Service Approver (DoDAAC)	TBD
Service Acceptor (DoDAAC)	TBD
Accept at Other DoDAAC	TBD
LPO DoDAAC	TBD
DCAA Auditor DoDAAC	TBD
Other DoDAAC(s)	TBD

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

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

(g) WAWF point of contact.

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

N/A

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

(End of clause)

G.1 BILLING INSTRUCTIONS FOR CLIN 0001-0008

The Contractor is authorized to bill in IAW FAR 52.216-7(a)(1).

G.2 Fixed Fee Withholds:In accordance with FAR Clause 52.216-8 Fixed Fee, the Government will withhold \$TBD (five (5) percent or \$100,000.00, whichever is less, of the total fixed fee applicable to the current period of performance). However, based on information known, the Contracting Officer has the authority to raise the withhold to fifteen (15) percent or \$100,000.00, whichever is less, of the total fixed fee applicable to the current period of performance if the Contracting Officer determines it is in the Government's best interest to do so. The contractor is authorized to invoice fixed fee applicable to the current period of performance up to an amount not to exceed \$TBD per month (1/10th of the Max Fee able to be invoiced for the Base Year and 1/12th of the Max Fee able to be invoiced for Option Years). In total the contractor is not authorized to invoice fixed fee above \$TBD (the difference of total fixed fee for the current period of performance less the Government withhold). See Attachment TBD for the specific fee amounts applicable to the current period of performance. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of an adequate certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals IAW FAR 52.216-7(h)(1). Upon approval of a completion invoice or voucher submitted by the Contractor IAW FAR 52.216-7(d)(5), and upon the Contractors compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

G.3 The direct labor rates contained in this contract (to include those included by way of incorporation of the contractor's proposal) are considered binding for any new work to the following extent. The contractor shall inform the Contracting Officer of any change in rates prior to submitting an invoice containing rates other than those agreed to previously. If the Contracting Officer determines the submitted rate(s) to be unreasonable the contractor shall not execute any action(s) to increase the previously agree to rate(s) and shall not submit invoice(s) containing rates other than those agreed to previously.

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*** END OF NARRATIVE G0001 ***

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

1. CONTRACTOR PERFORMANCE INFORMATION

2. The successful offeror/bidder under this solicitation is advised that after contract award its performance under this contract will be subject to an assessment(s) in accordance with FAR subpart 42.15 and AFARS 5142.1503-90. DoD CPARS will be used to maintain the performance report(s) generated on this contract. The rating system to be used in this assessment shall be as follows:

3. Exceptional (Dark Blue) Performance meets contractual requirements and exceeds many to the Governments benefit. The contractual performance of the element or sub element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

4. Very Good (Purple) Performance meets contractual requirements and exceeds some to the Governments benefit. The contractual performance of the element or sub element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

5. Satisfactory (Green) Performance meets contractual requirements. The contractual performance of the element or sub element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

6. Marginal (Yellow) Performance does not meet some contractual requirements. The contractual performance of the element or sub element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractors proposed actions appear only marginally effective or were not fully implemented.

7. Unsatisfactory (Red) Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub element contains serious problem(s) for which the contractors corrective actions appear or were ineffective.

8. The evaluation procedures to be used in this assessment, which include coordination with the contractor, are detailed in AFARS 5142.1503- 90.

9. REQUIRED INSURANCE

10. Pursuant to FAR 52.228-5(a), "Insurance Work on a Government Installation", or FAR 52.228-7, "Insurance Liability to Third Persons", the Contractor shall procure and maintain the following insurance during the entire period of performance under this contract:

11. TYPE - AMOUNT

Workers Compensation - As required by Law

Employers Liability - Minimum liability limit \$100,000

General Liability - Minimum bodily injury limits, \$500,000 per occurrence

Automobile Liability - Minimum liability of \$200,000 per person, \$500,000 per occurrence for bodily injury, and \$20,000 per occurrence for property damage

Aircraft Public and Passenger Liability - Coverage required when contract performance involves use of aircraft: Minimum liability of \$200,000 per person, \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Passenger liability shall be at least \$200,000 multiplied by the number of seats or number of passengers, whichever is greater.

Vessel Collision Liability - Coverage required when contract performance involves use of vessels: Minimum liability of \$5,000,000 or the market value of the property being shipped by vessel, whichever is greater.

*** END OF NARRATIVE H0001 ***

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SECTION I - CONTRACT CLAUSES

This document 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 these addresses:

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If the clause requires additional or unique information, then that information is provided immediately after the clause title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	NOV/2013
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY/2014
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	MAY/2014
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY/2014
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY/2014
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
I-9	52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN/2017
I-10	52.204-2	SECURITY REQUIREMENTS (AUG 1996) -- ALTERNATE I (APR 1984)	APR/1984
I-11	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-12	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN/2011
I-13	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	OCT/2018
I-14	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT/2018
I-15	52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL/2016
I-16	52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES	JUL/2018
I-17	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	OCT/2015
I-18	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	OCT/2018
I-19	52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV/2015
I-20	52.210-1	MARKET RESEARCH	APR/2011
I-21	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-22	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS (OCT 2010) -- ALTERNATE II (AUG 2016)	AUG/2016
I-23	52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG/2011
I-24	52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA--MODIFICATIONS	AUG/2011
I-25	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2010
I-26	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-27	52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA --MODIFICATIONS	OCT/2010
I-28	52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT/2009
I-29	52.216-8	FIXED FEE	JUN/2011
I-30	52.217-2	CANCELLATION UNDER MULTI-YEAR CONTRACTS	OCT/1997
I-31	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2018
I-32	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-33	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-34	52.222-3	CONVICT LABOR	JUN/2003
I-35	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS--OVERTIME COMPENSATION	MAY/2018
I-36	52.222-17	NONDISPLACEMENT OF QUALIFIED WORKERS	MAY/2014
I-37	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR/2015
I-38	52.222-26	EQUAL OPPORTUNITY	SEP/2016
I-39	52.222-29	NOTIFICATION OF VISA DENIAL	APR/2015
I-40	52.222-37	EMPLOYMENT REPORTS ON VETERANS	FEB/2016
I-41	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-42	52.222-41	SERVICE CONTRACT LABOR STANDARDS	AUG/2018

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I-43	52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	AUG/2018
I-44	52.222-44	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS--PRICE ADJUSTMENT	MAY/2014
I-45	52.222-50	COMBATING TRAFFICKING IN PERSONS	JAN/2019
I-46	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	OCT/2015
I-47	52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 13658	DEC/2015
I-48	52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS	SEP/2013
I-49	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY/2011
I-50	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-51	52.223-10	WASTE REDUCTION PROGRAM	MAY/2011
I-52	52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS	DEC/2007
I-53	52.223-16	ACQUISITION OF EPEAT[supreg]-REGISTERED PERSONAL COMPUTER PRODUCTS	OCT/2015
I-54	52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS	AUG/2018
I-55	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-56	52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS	MAY/2011
I-57	52.224-1	PRIVACY ACT NOTIFICATION	APR/1984
I-58	52.224-2	PRIVACY ACT	APR/1984
I-59	52.224-3	PRIVACY TRAINING	JAN/2017
I-60	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-61	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-62	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-63	52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	JUL/2014
I-64	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-65	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN/2010
I-66	52.232-1	PAYMENTS	APR/1984
I-67	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-68	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-69	52.232-11	EXTRAS	APR/1984
I-70	52.232-17	INTEREST	MAY/2014
I-71	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-72	52.232-20	LIMITATION OF COST	APR/1984
I-73	52.232-22	LIMITATION OF FUNDS	APR/1984
I-74	52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014) -- ALTERNATE I (APR 1984)	APR/1984
I-75	52.232-24	PROHIBITION OF ASSIGNMENT OF CLAIMS	MAY/2014
I-76	52.232-25	PROMPT PAYMENT (JAN 2017) - ALTERNATE I (FEB 2002)	FEB/2002
I-77	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	OCT/2018
I-78	52.232-36	PAYMENT BY THIRD PARTY	MAY/2014
I-79	52.232-37	MULTIPLE PAYMENT ARRANGEMENTS	MAY/1999
I-80	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN/2013
I-81	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC/2013
I-82	52.233-1	DISPUTES	MAY/2014
I-83	52.233-3	PROTEST AFTER AWARD (AUG 1996) -- ALTERNATE I (JUN 1985)	JUN/1985
I-84	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-85	52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR/1984
I-86	52.237-3	CONTINUITY OF SERVICES	JAN/1991
I-87	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-88	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2014
I-89	52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN/1997
I-90	52.242-13	BANKRUPTCY	JUL/1995
I-91	52.243-1	CHANGES--FIXED PRICE (AUG 1987) -- ALTERNATE I (APR 1984)	APR/1984
I-92	52.243-2	CHANGES - COST-REIMBURSEMENT (AUG 1987) -- ALTERNATE I (APR 1984)	APR/1984
I-93	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-94	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JAN/2019
I-95	52.245-1	GOVERNMENT PROPERTY	JAN/2017
I-96	52.245-9	USE AND CHARGES	APR/2012
I-97	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-98	52.248-1	VALUE ENGINEERING	OCT/2010
I-99	52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR/1984
I-100	52.249-6	TERMINATION (COST REIMBURSEMENT)	MAY/2004

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I-101	52.249-14	EXCUSABLE DELAYS	APR/1984
I-102	52.250-1	INDEMNIFICATION UNDER PUBLIC LAW 85-804 (APR 1984) -- ALTERNATE I (APR 1984)	APR/1984
I-103	52.251-1	GOVERNMENT SUPPLY SOURCES	APR/2012
I-104	52.251-2	INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES	JAN/1991
I-105	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-106	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-107	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-108	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-109	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP/2013
I-110	252.203-7004	DISPLAY OF HOTLINE POSTERS	MAY/2019
I-111	252.204-7000	DISCLOSURE OF INFORMATION	OCT/2016
I-112	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-113	252.204-7004	ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS	FEB/2019
I-114	252.204-7009	LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION	OCT/2016
I-115	252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING	OCT/2016
I-116	252.204-7015	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT	MAY/2016
I-117	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-118	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAY/2019
I-119	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	DEC/2012
I-120	252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS	DEC/2010
I-121	252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
I-122	252.223-7003	CHANGE IN PLACE OF PERFORMANCE--AMMUNITION AND EXPLOSIVES	DEC/1991
I-123	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-124	252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM	JUN/2013
I-125	252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION AFTER AWARD	MAY/2019
I-126	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	DEC/2017
I-127	252.225-7030	RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE	DEC/2006
I-128	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
I-129	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	APR/2019
I-130	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	FEB/2014
I-131	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION	FEB/2014
I-132	252.227-7015	TECHNICAL DATA--COMMERCIAL ITEMS	FEB/2014
I-133	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JAN/2011
I-134	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	SEP/2016
I-135	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	MAY/2013
I-136	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-137	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-138	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/2016
I-139	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-140	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	DEC/2018
I-141	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-142	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	JUN/2013
I-143	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	MAY/2011
I-144	252.242-7005	CONTRACTOR BUSINESS SYSTEMS	FEB/2012
I-145	252.242-7006	ACCOUNTING SYSTEM ADMINISTRATION	FEB/2012
I-146	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-147	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-148	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN/2013
I-149	252.244-7001	CONTRACTOR PURCHASING SYSTEM ADMINISTRATION--BASIC	MAY/2014
I-150	252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	APR/2012
I-151	252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY	DEC/2017
I-152	252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION	APR/2012
I-153	252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL	DEC/2017
I-154	252.246-7004	SAFETY OF FACILITIES, INFRASTRUCTURE, AND EQUIPMENT FOR MILITARY	OCT/2010

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		OPERATIONS	
I-155	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA--BASIC	FEB/2019
I-156	252.251-7000	ORDERING FROM GOVERNMENT SUPPLY SOURCES	AUG/2012
I-157	52.216-7	ALLOWABLE COST AND PAYMENT	AUG/2018

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term costs includes only --

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for --

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractors payment request to the Government;

(B) Materials issued from the Contractors inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check or other form of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless--

(i) The Contractors practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractors indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs

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under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractors expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractors actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractors proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

- (A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.
- (B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).
- (C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.
- (D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.
- (E) Claimed allocation bases, by element of cost, used to distribute indirect costs.
- (F) Facilities capital cost of money factors computation.
- (G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.
- (H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.
- (I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.
- (J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).
- (K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.
- (L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.
- (M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.
- (N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).
- (O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

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- (A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.
- (B) General Organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at:
<https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedBeforeJune24.pdf> and
<https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedafterJune24.pdf>
- (C) Identification of prime contracts under which the contractor performs as a subcontractor.
- (D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).
- (E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).
- (F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).
- (G) Management letter from outside CPAs concerning any internal control weaknesses.
- (H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.
- (I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.
- (J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.
- (K) Federal and State income tax returns.
- (L) Securities and Exchange Commission 10-K annual report.
- (M) Minutes from board of directors meetings.
- (N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.
- (O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.
- (v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.
- (3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify
 - (i) the agreed-upon final annual indirect cost rates,
 - (ii) the bases to which the rates apply,
 - (iii) the periods for which the rates apply,
 - (iv) any specific indirect cost items treated as direct costs in the settlement, and
 - (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates.

The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.
- (4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.
- (5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual

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indirect cost rates for all years of a physically complete contract, Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

- (A) Determine the amounts due to the Contractor under the contract; and
- (B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates --

- (1) Shall be the anticipated final rates; and
- (2) May be prospectively or retroactively revised by mutual agreement, at either partys request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractors invoices or vouchers and statements of cost audited. Any payment may be --

- (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or
- (2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractors compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver --

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except --

- (A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;
- (B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and
- (C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractors indemnification of the Government against patent liability.

(End of Clause)

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I-158 52.216-19 ORDER LIMITATIONS OCT/1995

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

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

(1) Any order for a single item in excess of TBD;

(2) Any order for a combination of items in excess of TDB; or

(3) A series of orders from the same ordering office within -4- days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within -5- days after issuance, with written notice stating the Contractors intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I-159 52.216-21 REQUIREMENTS OCT/1995

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) 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 contract expiration.

(End of Clause)

I-160 52.217-8 OPTION TO EXTEND SERVICES NOV/1999

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision

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may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within seven (7) days prior to the contract expiration date.

(End of Clause)

I-161 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT MAR/2000

(a) The Government may extend the term of this contract by written notice to the Contractor prior to its contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 7 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five and half (5.5) years.

(End of Clause)

I-162 52.222-2 PAYMENT FOR OVERTIME PREMIUMS JUL/1990

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed 0 or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall --

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of Clause)

I-163 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES MAY/2014

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:
It is not a Wage Determination

Please see the website for rate equivalents: <http://www.dol.gov/>

(End of Clause)

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I-164 52.244-2 SUBCONTRACTS

OCT/2010

(a) Definitions. As used in this clause

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) or this clause.

(c) If the contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
- (2) Is fixed-price and exceeds

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the national Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For contracts awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting --

- (A) The principal elements of the subcontract price negotiations;
- (B) The most significant considerations controlling establishment of initial or revised prices;
- (C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

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(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) or this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination --

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.i

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: TBD

(End of clause)

I-165 252.216-7006 ORDERING

MAY/2011

(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 contract schedule. Such orders may be issued from TBD through TBD.

(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)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered ``issued'' when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

I-166 252.237-7023 CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES

OCT/2010

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

(1) Essential contractor service means a service provided by a firm or individual under contract to DoD to support mission-essential functions, such as support of vital systems, including ships owned, leased, or operated in support of military missions or roles at sea; associated support activities, including installation, garrison, and base support services; and similar services provided to foreign military sales customers under the Security Assistance Program. Services are essential if the effectiveness of defense systems or operations has the potential to be seriously impaired by the interruption of these services, as determined by the appropriate functional commander or civilian equivalent.

(2) Mission-essential functions means those organizational activities that must be performed under all circumstances to achieve DoD

Name of Offeror or Contractor:

component missions or responsibilities, as determined by the appropriate functional commander or civilian equivalent. Failure to perform or sustain these functions would significantly affect DoD's ability to provide vital services or exercise authority, direction, and control.

(b) The Government has identified all or a portion of the contractor services performed under this contract as essential contractor services in support of mission-essential functions. These services are listed in Attachment 0013, Mission-Essential Contractor Services, dated 15-MAY-2019.

(c)(1) The Mission-Essential Contractor Services Plan submitted by the Contractor, is incorporated in this contract.

(2) The Contractor shall maintain and update its plan as necessary. The Contractor shall provide all plan updates to the Contracting Officer for approval.

(3) As directed by the Contracting Officer, the Contractor shall participate in training events, exercises, and drills associated with Government efforts to test the effectiveness of continuity of operations procedures and practices.

(d)(1) Notwithstanding any other clause of this contract, the Contractor shall be responsible to perform those services identified as essential contractor services during crisis situations (as directed by the Contracting Officer), in accordance with its Mission-Essential Contractor Services Plan.

(2) In the event the Contractor anticipates not being able to perform any of the essential contractor services identified in accordance with paragraph (b) of this clause during a crisis situation, the Contractor shall notify the Contracting Officer or other designated representative as expeditiously as possible and use its best efforts to cooperate with the Government in the Government's efforts to maintain the continuity of operations.

(e) The Government reserves the right in such crisis situations to use Federal employees, military personnel, or contract support from other contractors, or to enter into new contracts for essential contractor services.

(f) Changes. The Contractor shall segregate and separately identify all costs incurred in continuing performance of essential services in a crisis situation. The Contractor shall notify the Contracting Officer of an increase or decrease in costs within ninety days after continued performance has been directed by the Contracting Officer, or within any additional period that the Contracting Officer approves in writing, but not later than the date of final payment under the contract. The Contractor's notice shall include the Contractor's proposal for an equitable adjustment and any data supporting the increase or decrease in the form prescribed by the Contracting Officer. The parties shall negotiate an equitable price adjustment to the contract price, delivery schedule, or both as soon as is practicable after receipt of the Contractor's proposal.

(g) The Contractor shall include the substance of this clause, including this paragraph (g), in subcontracts for the essential services.

(End of clause)

I-167 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
(a) Definitions. As used in this clause--

OCT/2015

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

"Full cooperation"--

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require--

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from--

(i) Conducting an internal investigation; or

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- (ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.
- "Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).
- "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 furnished 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) Code of business ethics and conduct.
- (1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall--
 - (i) Have a written code of business ethics and conduct; and
 - (ii) Make a copy of the code available to each employee engaged in performance of the contract.
 - (2) The Contractor shall--
 - (i) Exercise due diligence to prevent and detect criminal conduct; and
 - (ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.
 - (3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed--
 - (A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or
 - (B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).
 - (ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractors disclosure as confidential where the information has been marked confidential or proprietary by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organizations jurisdiction.
 - (iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.
- (c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:
- (1) An ongoing business ethics awareness and compliance program.
 - (i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractors standards and procedures and other aspects of the Contractors business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individuals respective roles and responsibilities.
 - (ii) The training conducted under this program shall be provided to the Contractors principals and employees, and as appropriate, the Contractors agents and subcontractors.
 - (2) An internal control system.
 - (i) The Contractors internal control system shall--

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- (A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and
- (B) Ensure corrective measures are promptly instituted and carried out.
- (ii) At a minimum, the Contractors internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractors code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractors code of business ethics and conduct and the special requirements of Government contracting, including--

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5,500,000 and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)
- I-168

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),

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are incorporated by reference into the contract.

(End of clause)

I-169 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS JUN/2016
(a) Definitions. As used in this clause--

"Covered contractor information system" means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

"Federal contract information" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

"Information" means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

"Safeguarding" means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded,

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opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

I-170 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (DEVIATION 2018-00015) MAY/2018

(a) Unless an exception under FAR 15.403-1 applies, the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractors estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price)--

(1) Before awarding any subcontract expected to exceed \$750,000 prior to July 1, 2018, or modifying any subcontract that was awarded prior to July 1, 2018, involving a pricing adjustment expected to exceed \$750,000, or

(2) Before awarding any subcontract expected to exceed \$2 million on or after July 1, 2018, or modifying any subcontract that was awarded on or after July 1, 2018, involving a pricing adjustment expected to exceed \$2 million.

(b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) In each subcontract that exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either--

(1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of certified cost or pricing data for the subcontract; or

(2) The substance of the clause at FAR 52.215-13, Subcontractor Certified Cost or Pricing DataModifications (DEVIATION 2018-00015).

(End of clause)

I-171 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA--MODIFICATIONS MAY/2018
(DEVIATION 2018-00015)

(a) The requirements of paragraphs (b) and (c) of this clause shall--

(1) Become operative only for any modification of a subcontract that was awarded prior to July 1, 2018, involving a pricing adjustment expected to exceed \$750,000, or any modification of a subcontract that awarded on or after July 1, 2018, involving a pricing adjustment expected to exceed \$2 million; and

(2) Be limited to such modifications.

(b) Unless an exception under FAR 15.403-1 applies, the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractors estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price)--

(1) Before modifying any subcontract that was awarded prior to July 1, 2018, involving a pricing adjustment expected to exceed \$750,000, or

(2) Before modifying any subcontract that was awarded on or after July 1, 2018, involving a pricing adjustment expected to exceed \$2 million.

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(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds \$2 million.

(End of clause)

I-172 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES OCT/1997

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractors ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

I-173 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (DEVIATION 2019-00003) DEC/2018

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

"HUBZone small business concern" means a small business concern, certified by the Small Business Administration (SBA), that appears on the List of Qualified HUBZone Small Business Concerns maintained by the SBA (13 CFR 126.103).

"Similarly situated entity" means a first-tier subcontractor, including an independent contractor, that has the same small business program status as that which qualified the prime contractor for the award; as is considered small for the NAICS code the prime contractor assigned to the subcontract the subcontractor will perform. An example of a similarly situated entity is a first-tier subcontractor that is a HUBZone small business concern for a HUBZone set-aside or sole source award under the HUBZone Program.

(b) Evaluation preference.

- (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--
 - (i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and
 - (ii) Otherwise successful offers from small business concerns.
- (2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

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(3) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraphs (d) and (e) of this clause do not apply if the offeror has waived the evaluation preference.

_____ Offeror elects to waive the evaluation preference.

(d) Independent contractors. An independent contractor shall be considered a subcontractor.

(e) Agreement. By submission of an offer and execution of a contract, a HUBZone small business concern agrees that, in the case of a contract for--

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 50 percent subcontract amount that cannot be exceeded;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 50 percent subcontract amount that cannot be exceeded;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 75 percent subcontract amount that cannot be exceeded.

(f) A HUBZone joint venture agrees that the aggregate of the HUBZone small business concerns to the joint venture, not each concern separately, will perform the applicable requirements specified in paragraph (d) of this clause.

(g) Notice. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

(End of clause)

I-174 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (AUG 2018)--ALTERNATE II APR/2018
(DEVIAION 2018-00018)

(a) This clause does not apply to small business concerns.

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

"Alaska Native Corporation (ANC)" means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offerors fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Electronic Subcontracting Reporting System (eSRS)" means the Governmentwide, electronic, web-based system for small business

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subcontracting program reporting. The eSRS is located at <http://www.esrs.gov> .

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

"Individual subcontracting plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offerors planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master subcontracting plan" means a subcontracting plan that contains all the required elements of an individual subcontracting plan, except goals, and may be incorporated into individual subcontracting plans, provided the master subcontracting plan has been approved.

"Reduced payment" means a payment that is for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

"Total contract dollars" means the final anticipated dollar value, including the dollar value of all options.

"Untimely payment" means a payment to a subcontractor that is more than 90 days past due under the terms and conditions of a subcontract for supplies and services for which the Government has paid the prime contractor.

(c)(1) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the Offeror is submitting an individual subcontracting plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the Offeror ineligible for award of a contract.

(2)(i) The Contractor may accept a subcontractors written representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(ii) The Contractor may accept a subcontractors representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business in the System for Award Management (SAM) if

- (A) The subcontractor is registered in SAM; and
- (B) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(iii) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(iv) In accordance with 13 CFR 121.411, 124.1015, 125.29, 126.900, and 127.700, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.

(d) The Offerors subcontracting plan shall include the following:

(1) Separate goals, expressed in terms of total dollars subcontracted, and as a percentage of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. For individual subcontracting plans, and if required by the Contracting Officer, goals shall also be expressed in terms of percentage of total contract dollars, in addition to the goals expressed as a percentage of total subcontract dollars. The Offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626--

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small

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disadvantaged business concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe; and

(ii) Where one or more subcontractors are in the subcontract tier between the prime Contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate Contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANCs or the Indian tribes written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual subcontracting plan; or the Offerors total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, SAM, veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concerns size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--

(i) Small business concerns (including ANC and Indian tribes);

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- (ii) Veteran-owned small business concerns;
 - (iii) Service-disabled veteran-owned small business concerns;
 - (iv) HUBZone small business concerns;
 - (v) Small disadvantaged business concerns (including ANC and Indian tribes); and
 - (vi) Women-owned small business concerns.
- (7) The name of the individual employed by the Offeror who will administer the Offerors subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the Offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the Offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$700,000 (\$1.5 million for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.
- (10) Assurances that the Offeror will--
- (i) Cooperate in any studies or surveys as may be required;
 - (ii) Submit periodic reports so that the Government can determine the extent of compliance by the Offeror with the subcontracting plan;
 - (iii) After November 30, 2017, include subcontracting data for each order when reporting subcontracting achievements for indefinite-delivery, indefinite-quantity contracts with individual subcontracting plans where the contract is intended for use by multiple agencies;
 - (iv) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (1) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov> . The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by SBA as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;
 - (v) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;
 - (vi) Provide its prime contract number, its unique entity identifier, and the e-mail address of the Offerors official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and
 - (vii) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own unique entity identifier, and the e-mail address of the subcontractors official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.
- (11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offerors efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
- (i) Source lists (e.g., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
 - (ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
 - (iii) Records on each subcontract solicitation resulting in an award of more than simplified acquisition threshold, indicating--

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- (A) Whether small business concerns were solicited and, if not, why not;
- (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
- (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
- (D) Whether HUBZone small business concerns were solicited and, if not, why not;
- (E) Whether small disadvantaged business concerns were solicited and, if not, why not;
- (F) Whether women-owned small business concerns were solicited and, if not, why not; and
- (G) If applicable, the reason award was not made to a small business concern.
- (iv) Records of any outreach efforts to contact
- (A) Trade associations;
- (B) Business development organizations;
- (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, service-disabled veteran-owned, and women-owned small business sources; and
- (D) Veterans service organizations.
- (v) Records of internal guidance and encouragement provided to buyers through--
- (A) Workshops, seminars, training, etc.; and
- (B) Monitoring performance to evaluate compliance with the programs requirements.
- (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (12) Assurances that the Offeror will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal. Responding to a request for a quote does not constitute use in preparing a bid or proposal. The Offeror used a small business concern in preparing the bid or proposal if
- (i) The Offeror identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or
- (ii) The Offeror used the small business concerns pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if the Offeror is awarded the contract.
- (13) Assurances that the Contractor will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (d)(12) of this clause. This written explanation must be submitted to the Contracting Officer within 30 days of contract completion.
- (14) Assurances that the Contractor will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor.
- (15) Assurances that the offeror will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract, and notify the contracting officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (see 52.242-5).
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
- (1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractors lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small

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disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern in accordance with 52.219-8(d)(2).

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractors subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, prior to award of the subcontract the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concern.

(7) Assign each subcontract the NAICS code and corresponding size standard that best describes the principal purpose of the subcontract.

(f) A master subcontracting plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Offeror by this clause; provided

- (1) The master subcontracting plan has been approved;
- (2) The Offeror ensures that the master subcontracting plan is updated as necessary and provides copies of the approved master subcontracting plan, including evidence of its approval, to the Contracting Officer; and
- (3) Goals and any deviations from the master subcontracting plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offerors planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractors commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Governments fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one subcontracting plan. When a contract modification exceeds the subcontracting plan threshold in 19.702(a), or an option is exercised, the goals of the existing subcontracting plan shall be amended to reflect any new subcontracting opportunities. When the goals in a subcontracting plan are amended, these goal changes do not apply retroactively.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive OrdersCommercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract and may be considered in any past performance evaluation of the Contractor.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov> . Purchases from a corporation, company, or subdivision that is an affiliate of the Contractor or subcontractor are not included in these reports. Subcontract awards by affiliates shall be treated as subcontract awards by the Contractor. Subcontract award data reported by the Contractor and

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subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontracting plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period. When the Contracting Officer rejects an ISR, the Contractor shall submit a corrected report within 30 days of receiving the notice of ISR rejection.

(ii)(A) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(B) If a subcontracting plan has been added to the contract pursuant to 19.702(a)(3) or 19.301-2(e), the Contractors achievements must be reported in the ISR on a cumulative basis from the date of incorporation of the subcontracting plan into the contract.

(iii) When a subcontracting plan includes indirect costs in the goals, these costs must be included in this report.

(iv) The authority to acknowledge receipt or reject the ISR resides

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) SSR.

(i) Reports submitted under individual contract plans.

(A) This report encompasses all subcontracting under prime contracts and subcontracts with an executive agency, regardless of the dollar value of the subcontracts. This report also includes indirect costs on a prorated basis when the indirect costs are excluded from the subcontracting goals.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If the Contractor or a subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$700,000 (over \$1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime contractors.

(D) The report shall be submitted annually by October 30 for the twelve month period ending September 30. When a Contracting Officer rejects an SSR, the Contractor shall submit a revised report within 30 days of receiving the notice of SSR rejection.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan.

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year and all indirect costs.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency.

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(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(End of clause)

I-175 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION JUL/2013

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

"Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts

- (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
- (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code _____ assigned to contract number _____. [Contractor to sign and date and insert authorized signer's name and title].

(End of clause)

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I-176 52.222-35 EQUAL OPPORTUNITY FOR VETERANS
(a) Definitions. As used in this clause--

OCT/2015

"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 of clause)

I-177 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 of clause)

I-178 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA

JAN/1997

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification No.
(If none, insert None)	

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting

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Officer and resubmit the data.

- (f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.
- (g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.
- (h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:
- (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --
- (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
- (ii) Obtain medical treatment for those affected by the material; and
- (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
- (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
- (3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

I-179 52.223-20 AEROSOLS JUN/2016
(a) Definitions. As used in this clause--

"Global warming potential" means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

"High global warming potential hydrofluorocarbons" means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables of alternatives available at <http://www.epa.gov/snap/>.

"Hydrofluorocarbons" means compounds that contain only hydrogen, fluorine, and carbon.

- (b) Unless otherwise specified in the contract, the Contractor shall reduce its use, release, or emissions of high global warming potential hydrofluorocarbons, when feasible, from aerosol propellants or solvents under this contract. When determining feasibility of using a particular alternative, the Contractor shall consider environmental, technical, and economic factors such as--
- (1) In-use emission rates, energy efficiency;
- (2) Safety, such as flammability or toxicity;
- (3) Ability to meet technical performance requirements; and
- (4) Commercial availability at a reasonable cost.

(c) The Contractor shall refer to EPA's SNAP program to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at <http://www.epa.gov/snap/>.

(End of clause)

I-180 52.223-21 FOAMS JUN/2016
(a) Definitions. As used in this clause--

"Global warming potential" means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

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"High global warming potential hydrofluorocarbons" means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables of alternatives available at <http://www.epa.gov/snap/>.

"Hydrofluorocarbons" means compounds that contain only hydrogen, fluorine, and carbon.

(b) Unless otherwise specified in the contract, the Contractor shall reduce its use, release, and emissions of high global warming potential hydrofluorocarbons and refrigerant blends containing hydrofluorocarbons, when feasible, from foam blowing agents, under this contract. When determining feasibility of using a particular alternative, the Contractor shall consider environmental, technical, and economic factors such as--

- (1) In-use emission rates, energy efficiency, and safety;
- (2) Ability to meet performance requirements; and
- (3) Commercial availability at a reasonable cost.

(c) The Contractor shall refer to EPA's SNAP program to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at <http://www.epa.gov/snap/>.

(End of clause)

I-181 52.230-2 COST ACCOUNTING STANDARDS (DEVIATION 2018-00015) MAY/2018
(a) Unless the contract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR Part 9903 are incorporated herein by reference and the Contractor, in connection with this contract, shall

(1) (CAS-covered Contracts Only) By submission of a Disclosure Statement, disclose in writing the Contractors cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(2) Follow consistently the Contractors cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with paragraph (a)(4) or (a)(5) of this clause, as appropriate.

(3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR Part 9904, in effect on the date of award of this contract or, if the Contractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the Contractors signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS (or modifications to CAS) which hereafter become applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

(4)(i) (Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to paragraph (a)(3) of this clause, the Contractor is required to make to the Contractors established cost accounting practices.

(ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of paragraph (a)(4) of this clause; provided that no agreement may be made under this provision that will increase costs paid by the United States.

(iii) When the parties agree to a change to a cost accounting practice, other than a change under subdivision (a)(4)(i) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this contract.

(5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States, together with interest thereon computed at the annual rate established under section 6621(a)(2) of the Internal Revenue Code of 1986 (26 U.S.C. 6621(a)(2)) for such period, from the time the payment by the United States was made to the time the adjustment is effected. In

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no case shall the Government recover costs greater than the increased cost to the Government, in the aggregate, on the relevant contracts subject to the price adjustment, unless the Contractor made a change in its cost accounting practices of which it was aware or should have been aware at the time of price negotiations and which it failed to disclose to the Government.

(b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in 48 CFR 9904 or a CAS rule or regulation in 48 CFR 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under 41 U.S.C. chapter 71, Contract Disputes.

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractors award date or if the subcontractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the subcontractors signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of \$2 million, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

I-182 52.230-4 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES--FOREIGN MAY/2018
CONCERNS (DEVIATION 2018-00015)

(a) The Contractor, in connection with this contract, shall

(1) Comply with the requirements of 48 CFR 9904.401, Consistency in Estimating, Accumulating, and Reporting Costs; and 48 CFR 9904.402, Consistency in Allocating Costs Incurred for the Same Purpose, in effect on the date of award of this contract, as indicated in 48 CFR 9904.

(2) (Cost Accounting Standard (CAS)-covered Contracts Only). If it is a business unit of a company required to submit a Disclosure Statement, disclose in writing its cost accounting practices as required by 48 CFR 9903.202-1 through 48 CFR 9903.202-5. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the U.S. Government.

(3)(i) Follow consistently the Contractors cost accounting practices. A change to such practices may be proposed, however, by either the U.S. Government or the Contractor, and the Contractor agrees to negotiate with the Contracting Officer the terms and conditions under which a change may be made. After the terms and conditions under which the change is to be made have been agreed to, the change must be applied prospectively to this contract, and the Disclosure Statement, if affected, must be amended accordingly.

(ii) The Contractor shall, when the parties agree to a change to a cost accounting practice and the Contracting Officer has made the finding required in 48 CFR 9903.201-6(c) that the change is desirable and not detrimental to the interests of the U.S. Government, negotiate an equitable adjustment as provided in the Changes clause of this contract. In the absence of the required finding, no agreement may be made under this contract clause that will increase costs paid by the U.S. Government.

(4) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with the applicable CAS or to follow any cost accounting practice, and such failure results in any increased costs paid by the U.S. Government. Such adjustment shall provide for recovery of the increased costs to the U.S. Government, together with interest thereon computed at the annual rate established under section 6621(a)(2) of the Internal Revenue Code of 1986 (26 U.S.C. 6621(a)(2)) for such period, from the time the payment by the U.S. Government was made to the time the adjustment is effected.

(b) If the parties fail to agree whether the Contractor has complied with an applicable CAS rule, or regulation as specified in 48 CFR 9903 and 48 CFR 9904 and as to any cost adjustment demanded by the U.S. Government, such failure to agree will constitute a dispute under 41 U.S.C. chapter 71, Contract Disputes.

(c) The Contractor shall permit any authorized representatives of the U.S. Government to examine and make copies of any documents, papers, and records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts, which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts of any tier, except that--

(1) If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage,

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the substance of the applicable clause prescribed in FAR 30.201-4 shall be inserted.

- (2) This requirement shall apply only to negotiated subcontracts in excess of \$2 million.
- (3) The requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

I-183 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:

<http://farsite.hill.af.mil/> or <https://www.acquisition.gov/>

(End of Clause)

I-184 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 DoD Federal Acquisition Regulation Supplement (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)

I-185 252.223-7001 HAZARD WARNING LABELS DEC/1991

- (a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.
- (b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:
- (1) Federal Insecticide, Fungicide and Rodenticide Act;
 - (2) Federal Food, Drug and Cosmetics Act;
 - (3) Consumer Product Safety Act;
 - (4) Federal Hazardous Substances Act; or
 - (5) Federal Alcohol Administration Act.
- (c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert None.) ACT

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(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

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SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	FORT BENNING TECHNICAL DATA PORTFOLIO	10-JUN-2019	001	
Exhibit B	FORT BENNING CDRL PORTFOLIO	10-JUN-2019	001	
Attachment 0001	FORT BENNING PERFORMANCE WORK STATEMENT PORTFOLIO	06-AUG-2019	001	
Attachment 0002	STAFFING LABOR MIX	04-APR-2017	001	
Attachment 0003	PERFORMANCE QUESTIONNAIRE	10-JUN-2019	001	
Attachment 0004	LETTER OF CONSENT	10-JUN-2019	001	
Attachment 0005	COST-PRICE MATRIX (INCLUDING TEAMING MATRIX)	10-JUN-2019	001	
Attachment 0006	SF 1408	01-JAN-2014	002	
Attachment 0007	DEPARTMENT OF LABOR WAGE DETERMINATIONS	26-DEC-2018	011	
Attachment 0008	COLLECTIVE BARGAINING AGREEMENTS	10-JUN-2019	001	
Attachment 0009	PURCHASING & INVOICING GUIDE	18-JUN-2019	010	
Attachment 0010	BLOCKED FILE EXTENSIONS	21-JAN-2016	001	
Attachment 0011	CONTRACT REFERENCE SPREADSHEET	10-JUN-2019	001	
Attachment 0012	DD 254 - CONTRACT SECURITY CLASSIFICATION SPECIFICATION	01-APR-2018	004	
Attachment 0013	MISSION ESSENTIAL SERVICES	15-MAY-2019	002	
Attachment 0014	SMALL BUSINESS PARTICIPATION PLAN	10-JUN-2019	001	
Attachment 0015	SUBCONTRACTOR COST INFORMATION SUBMISSION	10-JUN-2019	001	
Attachment 0016	CBA TO SCA CROSSWALK	10-JUN-2019	001	
Attachment 0017	GOVERNMENT POCS	10-JUN-2019	001	

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

http://farsite.hill.af.mil/ or https://www.acquisition.gov/

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.237-8	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	AUG/2003
K-2	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
K-3	252.204-7008	COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS	OCT/2016
K-4	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JAN/2011
K-5	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-6	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	OCT/2018

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561210.

(2) The small business size standard is \$38.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

- ☐ (i) Paragraph (d) applies.
- ☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

- (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
- (C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

- (A) Are not set aside for small business concerns;

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- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.
- (vi) 52.209-2, Prohibition on Contracting with Inverted Domestic CorporationsRepresentation.
- (vii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (ix) 52.214-14, Place of PerformanceSealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xiv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xv) 52.222-38, Compliance with Veterans Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xvi) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDAdesignated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xvii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPAdesignated items.
- (xviii) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)
- (xix) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xx) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$80,3173, the provision with its Alternate II applies.
- (D) If the acquisition value is \$80,317 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xxi) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xxii) 52.225-20, Prohibition on Conducting Restricted Business Operations in SudanCertification. This provision applies to all

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solicitations.

(xxiii) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxiv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

- ☐ (i) 52.204-17, Ownership or Control of Offeror.
- ☐ (ii) 52.204-20, Predecessor of Offeror.
- ☐ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- ☐ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.
- ☐ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.
- ☐ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPADesignated Products (Alternate I only).
- ☐ (vii) 52.227-6, Royalty Information.

☐ (A) Basic.
☐ (B) Alternate I.
- ☐ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <https://www.sam.gov> . After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

K-7

252.204-7007

ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS

APR/2019

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

- ☐ 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus-Representation. Applies to all solicitations

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with institutions of higher education.

(ii) 252.216-7008, Economic Price Adjustment-Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vi) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations and contracts when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations and contracts when contract performance will be in Spain.

(viii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer:

- ☐ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.
- ☐ (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.
- ☐ (iii) 252.225-7020, Trade Agreements Certificate.
- ☐ Use with Alternate I.
- ☐ (iv) 252.225-7031, Secondary Arab Boycott of Israel.
- ☐ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.
- ☐ Use with Alternate I.
- ☐ Use with Alternate II.
- ☐ Use with Alternate III.
- ☐ Use with Alternate IV.
- ☐ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.acquisition.gov/> . After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision #	Title	Date	Change

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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

K-8 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS OCT/2018
(a) Definitions. As used in this provision--

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in--
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> .

(End of provision)

K-9 52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS--CERTIFICATION JUN/2018
(a) This provision does not apply to acquisitions below the simplified acquisition threshold or to acquisitions of commercial items as defined at FAR 2.101.

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(b) Certification. [Offeror shall check either (1) or (2).]

- ____ (1) The Offeror certifies that--
- (i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available via the internet at <https://www.state.gov/t/avc/rls/rpt/> ; and
- (ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available via the internet at <https://www.state.gov/t/avc/rls/rpt/> ; or
- ____ (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.
- (c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.
- (1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.
- (2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:
- (i) An inability to certify compliance.
- (ii) An inability to conclude compliance.
- (iii) A statement about compliance concerns.
- (3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.
- (4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.
- (d) Do not submit an offer unless--
- (1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or
- (2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has--
- (i) Waived application under U.S.C. 2593e(d) or (e); or
- (ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C.2593e(b).

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(e) Remedies. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

K-10 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES APR/2005

The offeror shall check yes below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

[] Yes [] No

If the offeror checked Yes above, the offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of Provision)

K-11 252.217-7026 IDENTIFICATION OF SOURCES OF SUPPLY NOV/1995

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

Line Items	National Stock Number	Commercial Item (Y or N)	Source of Supply			Actual
			Company	Address	Part No.	Mfg?
(1)	(2)	(3)	(4)	(4)	(5)	(6)

(1) List each deliverable item of supply and item of technical data.

(2) If there is no national stock number, list none.

(3) Use Y if the item is a commercial item; otherwise use N. If Y is listed, the Offeror need not complete the remaining columns in the table.

(4) For items of supply, list all sources. For technical data, list the source.

(5) For items of supply, list each source's part number for the item.

(6) Use Y if the source of supply is the actual manufacturer; N if it is not; and U if unknown.

(End of provision)

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

<http://farsite.hill.af.mil/> or <https://www.acquisition.gov/>

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT/2018
L-2	52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL/2016
L-3	52.204-22	ALTERNATIVE LINE ITEM PROPOSAL	JAN/2017
L-4	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE	JAN/2017
L-5	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-6	52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES -- IDENTIFICATION OF SUBCONTRACT EFFORT	OCT/2009
L-7	52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB/1993
L-8	52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER	JUL/2013
L-9	52.237-1	SITE VISIT	APR/1984
L-10	252.215-7010	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--BASIC	JUN/2019
L-11	252.215-7013	SUPPLIES AND SERVICES PROVIDED BY NONTRADITIONAL DEFENSE CONTRACTORS	JAN/2018
L-12	252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-- SUBMISSION WITH OFFER	OCT/2015
L-13	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE	APR/2008

Any contract awarded as a result of this solicitation will be [] DX rated order; [X] DO rated order; certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of Provision)

L-14	52.215-20	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010) -- ALTERNATE I (OCT 2010)	OCT/2010
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(a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

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(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offerors determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for certified cost or pricing data. If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The offeror shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in the following format: In accordance with the RFP Section L requested format.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

L-15 52.216-1 TYPE OF CONTRACT APR/1984

The Government contemplates award of a single award of a combination Cost Plus Fixed Fee/Firm Fixed Price Requirements type task order with a Firm Fixed Price Transition-In requirements resulting from this solicitation.

(End of Provision)

L-16 52.233-2 SERVICE OF PROTEST SEP/2006

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

Army Contracting Command - Rock Island
ATTN: Corbin De La Cruz
3055 Rodman Avenue
Rock Island, IL 61299-8000

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

(End of Provision)

L-17 5152.233-5900 AGENCY PROTEST PROGRAM AUG/2011
(C-JTSCC)

(a) This solicitation may be protested to the issuing Contracting Office for decision by the Contracting Officer or by the Chief of the Regional Contracting Center if authority has been withheld. If requested, an independent review of an Agency Protest decision is available through appeal to the Principal Assistant Responsible for Contracting (PARC)/Senior Contracting Official (SCO) in accordance with FAR 33.103. A protest to C-JTSCC is a PROTEST TO THE AGENCY, within the meaning of FAR 33.103. The C-JTSCC Agency Protest Program is intended to encourage interested parties to seek resolution of their concerns within C-JTSCC, rather than filing a protest with the Government Accountability Office (GAO) or other external forum. After an interested party files an Agency Protest with the Contracting Officer and while that protest is pending, the protestor agrees not to file a protest with the GAO or other external forum. If a protest is filed with an external forum on the same solicitation as the Agency Protest, the Agency Protest will be dismissed.

(b) An interested party may file a written protest to the Contracting Officer under the C-JTSCC Agency Protest program for contract solicitations issued by C-JTSCC. Such Agency Protests are limited to objections to any of the following:

(1) A solicitation or other request by an agency for offers for a contract for the procurement of property or services.

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(2) The cancellation of the solicitation or other request.

(3) An award or proposed award of the contract.

(4) A termination or cancellation of an award of the contract, if the written objection contains an allegation that the termination or cancellation is based in whole or in part on improprieties concerning the award of the contract.

(c) An Executive-Level Agency protest may be filed with the Contracting Officer designated in paragraph (f) of this provision for resolution of protests.

(d) For the purpose of filing a C-JTSCC Agency Protest, an interested party means an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.

(e) An Agency Protest must include the protester's name, address and telephone number, including fax number or e-mail address; the solicitation or contract number, identity of the contracting activity and the Contracting Officer's name; a detailed statement of all legal and factual grounds for protest (mere disagreement with the decisions of Contracting Officers does not constitute grounds for protest), including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protester and must state it is an Agency Protest for decision by the Contracting Officer.

(f) C-JTSCC Agency Protests, as defined in FAR 33.101, may be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Corbin De La Cruz, Army Contracting Command - Rock Island 3055 Rodman Avenue Rock Island, IL 61299-800.

(End)

L-18 252.237-7024 NOTICE OF CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES OCT/2010

(a) Definitions. Essential contractor service and mission-essential functions have the meanings given in the clause at 252.237-7023, Continuation of Essential Contractor Services, in this solicitation.

(b) The offeror shall provide with its offer a written plan describing how it will continue to perform the essential contractor services listed in attachment 013, Mission Essential Services during periods of crisis. The offeror shall--

(1) Identify provisions made for the acquisition of essential personnel and resources, if necessary, for continuity of operations for up to 30 days or until normal operations can be resumed;

(2) Address in the plan, at a minimum --

(i) Challenges associated with maintaining essential contractor services during an extended event, such as a pandemic that occurs in repeated waves;

(ii) The time lapse associated with the initiation of the acquisition of essential personnel and resources and their actual availability on site;

(iii) The components, processes, and requirements for the identification, training, and preparedness of personnel who are capable of relocating to alternate facilities or performing work from home;

(iv) Any established alert and notification procedures for mobilizing identified ``essential contractor service'' personnel; and

(v) The approach for communicating expectations to contractor employees regarding their roles and responsibilities during a crisis.

(End of provision)

L-19 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB/1998

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/> Or <https://www.acquisition.gov/>

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L-2052.252-5AUTHORIZED DEVIATIONS IN PROVISIONSAPR/1984

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

(b) The use in this solicitation of any DoD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

L.1 GENERAL INSTRUCTIONS:

L.1.1 These instructions are a guide for preparing a proposal. These instructions describe the type and extent of information required, and emphasizes the significant areas to be addressed in the proposal. Review the Performance Work Statement (PWS) contained in this Request for Proposal (RFP) for further insight into the areas that must be addressed within the proposal. Include detailed information sufficient to enable the Government evaluators to conduct a meaningful review and make a determination relative to the Offeror's understanding of the requirements in each of the evaluated areas. It is the Government's intent to award a single combination Cost-Plus Fixed Fee / Firm Fixed Price (Transition-In CLIN and PMO CLINs only) Requirements contract with some non-fee bearing cost elements (e.g., Other Direct Costs) which are ancillary to the services provided.

L.1.2 In accordance with (IAW) FAR 52.215-1, Instructions to Offerors - Competitive Acquisition (Jan 2017), the Government intends to award a contract without discussions. Offerors are cautioned to examine this RFP in its entirety and to ensure that proposals contain all necessary information, provide all required documentation, and are complete in all respects. The Government is not obligated to make another request for the required information nor does the Government assume the duty to search for data to cure problems it finds in proposals. The Government reserves the right to conduct discussions in the evaluation process and to permit Offerors to revise proposals, if deemed necessary. During the evaluation process, the Government may request clarifications as needed. Clarifications do not constitute discussions and an Offeror is not allowed to change its proposal in response to a request for clarification. In accordance with FAR 15.306(c)(2), 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. Any Offeror eliminated from further consideration will be notified in writing.

L.1.3 Offerors shall submit proposals that will remain valid for not less than 180 days from the required submission date.

L.1.4 Proposals, modifications, revisions, or withdrawals of proposals received after the date established in this RFP for receipt of proposals will be handled IAW FAR Clause 52.215-1.

L.1.5 An Offeror is defined as the prime BOA Holder submitting a proposal under this RFP.

L.1.6 For the purposes of this Task Order RFP, a Joint Venture (JV) is defined as a team of two or more firms that have entered into a legally binding JV agreement. A firm proposing as a JV will be referred to as the Offeror.

L.1.7 Updates related to this Task Order RFP, to include the RFP, amendments, notices, and other information, will be made available on the FBO.gov website. Offerors are advised to continuously monitor the FBO.gov website for new information. Offerors are deemed to have knowledge of all information that is posted to the FBO.gov website.

L.2 PROPOSAL PREPARATION:

L.2.1 The proposal must be prepared in a clear and legible manner. In addition, the Offeror shall write the proposal in English and the proposal must be specific and complete as described in these instructions. Offerors shall not specifically prepare samples or descriptive literature for submission with the proposal. Adherence to the prescribed format is required. Failure to provide proposals in compliance with the instructions specified as COMPLIANCE REQUIREMENTS in Section L of this RFP and in compliance with ALL instructions in Section M.3 of this RFP shall render the Offeror's proposal non-compliant. The proposal will not be evaluated and will not be further considered for award.

L.2.2 All information pertaining to a particular volume shall be confined to that volume. For example, no Cost/Price information shall be included in any volume other than the Cost/Price Proposal volume. The Government is not required to and will not search other volumes for a missing file or missing information.

L.2.3 The proposal must not contain any classified material.

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L.2.4 Offeror must be registered in the System for Award Management (SAM) and have a Marketing Partner Identification Number (MPIN) and Commercial and Government Entity (CAGE) Code.

L.2.5 Digital Microsoft (MS) Word files and MS Excel files must be compatible with Microsoft Office 2013.

L.2.5.1 Please Note: The Offeror shall not lock or password protect any file (e.g. *.doc/.docx, *.pps/.pptx, *.xls/.xlsx, *.txt, *.msg).

L.2.6 Adobe PDF (Portable Document Format) Files. Scanned PDF documents must be legible and must be viewable in Adobe Acrobat.

L.2.6.1 Text Searchable Adobe PDFs: File formats that are identified as Text Searchable Adobe PDF must be formatted to contain searchable text. All elements of the file must be able to be searched for text. The Government will not accept scanned or image-only PDF files in lieu of this requirement and will not invoke the text recognition feature within Adobe Acrobat.

L.2.7 Compressed files (e.g. *.zip) and Executable files (e.g. *.bat, *.exe,*.jar, *.vb, *.wsf) will NOT be accepted. Refer to Attachment 0010 - Blocked File Extensions for a complete list of non-acceptable file types.

L.2.8 For the purposes of proposal preparation and evaluation only, the Offeror shall use 12 Mar 2020 as the Notice to Proceed (NTP) date. Proposal information shall reflect that NTP date.

L.3 PROPOSAL SUBMITTAL INSTRUCTIONS:

L.3.1 Offeror shall submit its proposal through the FedBizOpps (FBO.gov) system. The requirements and procedures for offer submission are found in the FBO Vendor User Guide located on the FBO webpage at: https://www.fbo.gov/downloads/FBO_Vendor_Guide.pdf.

L.3.2 The proposal submittal method used for this solicitation is the electronic response via document upload method.

L.3.3 Offerors should enter a description for every file uploaded. For files over 10 megabytes (MB) the "Large Upload (JAVA)" button must be utilized. The combined file size limit for upload using "Large Upload (JAVA)" is 100MB. If needed, the Offeror can break single files over 100MB into smaller files or use the upload utility multiple times if files exceed the 100MB size limit.

L.3.4 Digital file names must use the required naming convention for each specific proposal document identified below. File names must be 40 characters or less and must not contain single quotes, spaces and pound or percent signs. If an Offeror's file name is too long (more than 40 characters), it is permitted to abbreviate the Name of the Company field within the file name.

L.3.5 Proposal revisions are possible and permitted within the submission system until the solicitation response deadline. Refer to Paragraph 4.3.2 of the FBO Vendor Guide titled "Reviewing / Editing an Electric Response" for detailed guidance on completing a revision to an electronic proposal submission. Note: The FBO bid response system will send an email to the email address on file for the user confirming the electronic submission.

Note: The Offeror must be logged in to the system to be able to submit / revise electronic responses.

L.3.5.1 For assistance and troubleshooting for the FBO electronic bid response system, contact the Federal Service Desk (FSD.gov). Phone: 866-606-8220 or Web Form (<https://gsafsd.service-now.com/fsd-gov/login.do>).

L.3.6 Do not assume submission will be instantaneous. File size and number of files to be uploaded will be factors to consider. Offeror/ Subcontractors should allow adequate time for submission completion because the entire proposal (i.e. Offerors submission and all Subcontractor(s) submissions) must be received by the due date and time for the proposal to be considered.

L.3.7 To avoid rejection of an offer, the Offeror must make every effort to ensure its electronic submission is virus-free. Proposals, or portions thereof, submitted with the presence of a virus or which are otherwise unreadable will be treated as unreadable pursuant to FAR 15.207(c).

L.3.8 Submission Instructions for Subcontractor Cost proposal can be found in L.5.4.2.10.

L.4 PROPOSAL STRUCTURE:

L.4.1 The Offeror must submit a proposal IAW the guidelines below.

L.4.1.1 For all documents, each page shall include the complete Offeror's name, volume number, file name, date, and solicitation number in a header and/or footer.

L.4.1.2 Each Offeror shall submit ONLY one proposal and that proposal shall address all of the requirements of the RFP. To be considered for this requirement, the Offeror must submit a complete response to this RFP using the instructions provided in Section L. COMPLIANCE REQUIREMENT: If the Offeror's proposal fails to meet the terms and conditions of the RFP or takes exception to any of the

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terms and conditions of the RFP, will render the Offeror's proposal unacceptable and will not be further considered for award.

L.4.1.2 (a) Each Offeror shall submit the most current versions of Attachments 0002, 0003, and 0005 required for this RFP. The Government will verify that the Offeror's submission contains the most current RFP Attachments 0002, 0003 and 0005 that were posted on the FedBizOpps.gov website (FBO.gov).

L.4.1.2 (b) COMPLIANCE REQUIREMENT: Failure to provide the most current versions of the RFP Attachments 0002, 0003, or 0005 shall render the Offeror's proposal non-compliant and will not be further considered for award.

L.4.1.3 A proposal is presumed to represent the Offeror's best efforts to respond to the RFP. The Offeror must provide adequately detailed information that complies with the solicitation requirements, allows for meaningful review by the Government evaluators, and affirmatively demonstrates the merits of its proposal. The Offeror shall provide sufficient detail to substantiate the validity of all stated assertions and must not merely repeat the RFP requirements, but rather must provide convincing documentary evidence of how contract requirements will be met. Data not submitted with the proposal, but submitted previously, or presumed to be known (i.e., previous projects performed for the United States Government (USG)) will not be considered. Clarity and completeness are essential. It is the Offeror's obligation to submit an unambiguous proposal that clearly reflects the Offeror's intended technical approach and establishes cost credibility. Any inconsistency, whether real or apparent, between promised performance and proposed cost must be adequately explained in the proposal. For example, if the use of new and innovative techniques is intended, the impact on cost must be explained. As another example, if a business policy decision to absorb a portion of the estimated cost was made, that approach must be stated within the proposal (including any associated calculations). Failure to adequately explain an inconsistency between promised performance and cost may result in a finding of Technical Unacceptability or a finding that a proposed cost is unrealistic for work to be performed.

NOTE: Offerors must propose to the requirements of this Step 3 Task Order RFP. Possessing a BOA does not guarantee that an Offeror will be determined technically acceptable for the purposes of this solicitation. Therefore, Offerors must meet the requirements described in this solicitation in order to be eligible for award.

L.5 INFORMATION TO BE SUBMITTED:

L.5.1 General Documents: The Offeror shall include the following:

L.5.1.1 One executed signed copy of the RFP coversheet titled "Solicitation, Offer and Award" (SF33).

L.5.1.1(a) Naming Convention: Offeror's_Name_Vol_1_SF33

L.5.1.1(b) File Format: Adobe PDF or MS Word

L.5.1.1(c) Page Limit: None

L.5.1.1(d) COMPLIANCE REQUIREMENT: Failure to provide the signed SF 33 will render the Offeror's proposal non-compliant. The proposal will not be evaluated and will not be further considered for award.

L.5.1.2 EITHER all signed amendment coversheets titled "Amendment of Solicitation/ Modification of Contract" (SF30) or one executed signed copy of the RFP coversheet (SF 33) with block fourteen (14) completed.

L.5.1.2(a) Naming Convention: Offeror's_Name_Vol_1_SF30(Amend)

L.5.1.2(b) File Format: Adobe PDF or MS Word

L.5.1.2(c) Page Limit: None

L.5.1.3 Section I clauses that require Offeror completion.

L.5.1.3(a) Naming Convention: Offeror's_Name_Vol_1_Iclauses

L.5.1.3(b) File Format: Adobe PDF or MS Word

L.5.1.3(c) Page Limit: None

L.5.1.4 Section K clauses that require Offeror certification.

L.5.1.4(a) Naming Convention: Offeror's_Name_Vol_1_Kclauses

L.5.1.4(b) File Format: Adobe PDF or MS Word

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L.5.1.4(c) Page Limit: None

L.5.1.5 Offeror Points of Contact (POC): The Government does not intend to conduct discussions prior to awarding this task order. However, any exchanges to include clarifications between the Government and the Offeror will be conducted through the use of e-mail. Therefore, the Offeror is required to provide at least two (2) company individuals whose responsibilities will include reading and responding to Evaluation Notices (ENs) through e-mail. For example, the Offeror's Contract Manager, as an agent of the company might be the main agent responsible, but a second agent shall be available in case of the main agent's unavailability. The agents' names, company titles, telephone numbers, facsimile numbers, and e-mail addresses should be provided, and it is the Offeror's responsibility to keep the information updated throughout the competition; submission of updated POC information will not constitute a proposal revision. A Title Page is allowable to provide for the restriction or disclosure and use of data as specified in FAR Clause 52.215-1.

L.5.1.5(a) Naming Convention: Offeror's_Name_Vol_1_POCs

L.5.1.5(b) File Format: Adobe PDF or MS Word

L.5.1.5(c) Page Limit: None

L.5.1.6 Business Systems Information:

L.5.1.6.1 The Contracting Officer will review the Offeror's accounting system status for determining contractor responsibility IAW FAR 16.301-3; a cost-reimbursement type contract may be used only when the contractor's accounting system is adequate for determining costs applicable to the contract. An adequate system is a system that can separately accumulate costs under a Government contract and has the ability to generate the specific cost information required under the anticipated contract. An SF 1408 has been attached to this RFP (Attachment 0006) which contains the specific procedures that are considered part of an adequate system. Therefore, in order for an Offeror to receive an award under this RFP, the successful Offeror will be required to demonstrate that the design of its accounting system can accomplish the specific SF 1408 procedures; as a result, the Offeror is required to provide in its proposal:

- Official documentation, from either a successful Defense Contract Audit Agency (DCAA) audit of the Offeror's accounting system; or
- A letter from the Defense Contract Management Agency (DCMA) documenting its approval/adequacy of the Offeror's accounting system; or
- Rationale for why documentation cannot be presented at proposal submission and a proposed date for which required documentation will be available. Absent an adequate accounting system, an apparent awardee cannot be determined responsible under FAR 9.104-5 and will be ineligible for award. Per FAR 9.104-5(b), an apparent awardee who does not furnish the certification or such information as may be requested by the Contracting Officer shall be given an opportunity to remedy the deficiency. Therefore, if an Offeror is unable to provide the certification with its proposal as required, it will be given another opportunity to present the required certification prior to award in the event it is determined to be the apparent awardee.

L.5.1.6.1 (a) Naming Convention: Offeror's_Name_Vol_1_AcctSys

L.5.1.6.1 (b) File Format: Adobe PDF or MS Word

L.5.1.6.1 (c) Page Limit: None

L.5.1.6.2 The Offeror shall provide its current Government approval status of the following business systems: billing (internal controls), estimating, budget and financial control, purchasing and quality assurance. The Offeror shall provide official Government approval documentation for any systems that have Government approval. The approval status and approval documentation will not be evaluated and is for Government contract administration. If approval of any of these business systems is not available, provide a statement of such and a brief rationale as to why these systems have not been approved.

L.5.1.6.2 (a) Naming Convention: Offeror's_Name_Vol_1_BusSys

L.5.1.6.2 (b) File Format: Adobe PDF or MS Word

L.5.1.6.2 (c) Page Limit: None

L.5.1.7 Teaming Matrix (Attachment 0005, Tab 2): The Offeror shall provide the full company name, CAGE code, role of participant, functional area(s) to be performed, proposed labor/fee for each participant for the entire period of performance (excluding ODC's and the option to extend), percent of participation, and cost proposal submittal method, indicate whether the participant requires a SECRET Facility Clearance, and indicate which participants will perform in the ASP. The Offeror shall populate every column using the instructed fill-ins on the Attachment 0005, Tab 2 for itself, and proposed Subcontractors.

L.5.1.7 (a) COMPLIANCE REQUIREMENT: The amount in the total of Column F (Proposed Labor/Fee) provided on Attachment 0005, Tab 2 shall match the amount of 'Subtotal - Proposed Labor/Fee' found on Attachment 0005, Tab 1a, Cell I25'. Failure to make these two amounts match shall render the Offeror's proposal non-compliant. The proposal will not be evaluated and will not be further considered for

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award.

L.5.1.7 (b) Naming Convention: Offeror's_Name_Vol_4_Att0005

L.5.1.7 (c) File Format: MS Excel

L.5.1.7 (d) Page Limit: None

L.5.1.7 (e) COMPLIANCE REQUIREMENT: If an Offeror is proposing subcontractors, failure of the Offeror to populate all blue highlighted cells for itself and each of its proposed Subcontractor(s) on the Teaming Matrix (Attachment 0005, Tab 2) will render the Offeror's proposal non-compliant. The proposal will not be evaluated and will not be further considered for award.

L.5.1.7 (f) The compliance requirements of L.5.1.7(a) and (e) do not apply to an Offeror performing 100% of the requirement by itself with no subcontractors.

L.5.1.8 SECRET Facility Clearance: Offerors must possess a SECRET Facility Clearance by the RFP closing date, at the time of award, and throughout the life of the contract. Any and all Subcontractors who will be performing contract requirements which necessitate facility clearance must also have a SECRET Facility Clearance by RFP closing date, at the time of award, and throughout the life of the contract.

In order for an Offeror/Subcontractor to request and sponsor an individual employee's SECRET Security Clearance to perform the functions identified in the PWS, the Offeror/ Subcontractor must possess a SECRET Facility Clearance by the RFP closing date. Possession of an INTERIM SECRET Facility Clearance will be sufficient to meet the requirement at time of proposal submission provided that it can be validated by the Defense Security Service (DSS); however, please note that access to classified COMSEC information requires a FINAL US Government Clearance at the appropriate level and therefore if contractor employee requires access to classified COMSEC the offeror will be required to possess a FINAL US Government Clearance at the appropriate level in order to perform after award, and throughout the life of the contract.

While it is acknowledged that the Offeror may form contractual relationships with additional legal entities (i.e. Prime/Subcontracts, Partnerships, etc.) in order to perform work under this contract, including the specific work which necessitates the SECRET Facility and Security Clearances, the Offeror (i.e. the legal entity that is submitting the proposal and would be identified as the awardee of the contract) must possess a SECRET Facility Clearance itself and cannot rely solely on the clearance of a Subcontractor or other legal entity. Possession of a SECRET Facility Clearance will be determined by CAGE code. For a proposal submitted by a Joint Venture, the SECRET Facility Clearance must be granted under the name and CAGE code of the Joint Venture itself to meet this solicitation requirement; even if the managing partner of the Joint Venture has a SECRET Facility Clearance, or if all members of the Joint Venture have a SECRET Facility Clearance, the proposal will not be eligible for award unless the Joint Venture possesses the clearance under its own name and CAGE code.

L.5.1.8 (a) The Offeror shall complete Column I on Tab 2 of Attachment 0005 (Teaming Matrix) for any and all listed entities (i.e. Offeror and Subcontractors, Subsidiaries, or other affiliates) that require a SECRET Facility Clearance for their proposed performance of requirements IAW the PWS. The Contracting Officer will verify that all entities designated as YES possess a SECRET Facility Clearance; the verification will be conducted through a CAGE code search performed on the Defense Security Services (DSS) Industrial Security Facilities Database (ISFD).

L.5.1.9 Pre-Award Safety Responsibility

L.5.1.9.1 Offers shall demonstrate capability to comply with the contract safety requirements IAW DFARS Clause 252.223-7002 - Safety Precautions for Ammunition and Explosives, Clause 252.223-7003 - Change in Place of Performance Ammunition and Explosives and paragraph 5.22 of the PWS to be part of a responsibility determination. The following shall be submitted with the proposal:

L.5.1.9.1 (a) A safety plan outlining the Offeror's approach to ensure compliance with each of the General Safety Requirements described in Chapter 3 of the DoD Contractor's Safety Manual For Ammunition and Explosives (4145.26-M) dated 13 March 2008. The Offeror may provide evidence of the development and implementation of a safety program used during the performance of Ammunition Supply Services under another Government contract which includes operational procedures intended to prevent ammunition and explosive related accidents. However, the Offeror's safety plan shall still address each of the General Safety Requirements described in Chapter 3 of the DoD 4145.26-M. If an Offeror does not have an existing safety plan, it may submit a draft safety plan addressing each of the General Safety Requirements described in Chapter 3 of the DoD 4145.26-M.

L.5.1.9.1 (b) A history of accident experience that meets the reporting requirements at DoD 4145.26-M C2.2 Reporting Criteria for any Federal, State or Local Government contracts for any type of ammunition or explosive related services with performance within three (3) years of the closing date of this RFP. If the Offeror has no history of accidents that meets the reporting requirements at DoD 4145.26-M C2.2, then the Offeror shall submit, with its proposal, a statement indicating it has no accident experience that meets the reporting requirements at DoD 4145.26-M C2.2.

L.5.1.9.1 (c) Subcontractor information:

L.5.1.9.1 (c)(1) Identification of all subcontractors proposed for the ammunition supply services.

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L.5.1.9.1 (c)(2) Proposed methods used to evaluate the capability of the subcontractor to comply with the requirements of DoD 4145.26-M.

L.5.1.9.1 (c)(3) Propose methods used to ensure subcontractor compliance.

L.5.1.9.1(d) Naming Convention: Offerors_Name_Vol_1_Safety

L.5.1.9.1(e) File Format: Adobe PDF or MS Word

L.5.1.9.1(f) Page Limit: None

L.5.1.10 Mission Essential Contractor Services (MECS)

L.5.1.10.1 The Offeror's MECS proposal shall adhere to the following:

L.5.1.10.1(a) Naming Convention: Offeror's_Name_Vol_1_MECS

L.5.1.10.1(b) File Format: Text Searchable Adobe PDF

L.5.1.10.1(c) Page Limit: 2 pages

L.5.1.10.1 (c)(1) Page limit excludes cover page, table of contents, and glossary of abbreviations and acronyms.

L.5.1.10.1 (c)(2) Pages larger than 8.5 inches x 11 inches will be counted as two pages.

L.5.1.10.1 (c)(3) The font size shall be no less than 10 point font for all documents, to include charts, tables, and diagrams.

L.5.1.10.2 Mission Essential Contractor Services (MECS): The Offeror shall provide its MECS Plan that details its approach as to how it will continue to perform the essential contractor services listed in Attachment 0013 - Mission Essential Contractor Services by specifically addressing each part of the DFARS 252.237-7024 (b)(2)(i through v) .

L.5.2 Technical Factor:

L.5.2.1 The Offeror shall demonstrate mission capability by detailing its proposed technical approach to meet the requirements specified in the PWS and this RFP by providing its Staffing and Management Plan (SMP).

L.5.2.1.1 Staffing and Management Plan (SMP):

L.5.2.1.1(a) The Offeror's SMP proposal must adhere to the following:

L.5.2.1.1(a)(1) Naming Convention: Offeror's_Name_Vol_2_SMP

L.5.2.1.1(a)(2) File Format: Text Searchable Adobe PDF

L.5.2.1.1(a)(3) Page Limit: 9 Pages

L.5.2.1.1(a)(3)(i) Page limit excludes cover page, table of contents, and glossary of abbreviations and acronyms

L.5.2.1.1(a)(3)(ii) Pages larger than 8.5 inches x 11 inches will be counted as two pages

L.5.2.1.1(a)(3)(iii) The font size must be no less than 10 point font for all documents, to include charts, tables, and diagrams.

L.5.2.1.1(a)(4) COMPLIANCE REQUIREMENT: Failure to provide the Staffing and Management Plan and in compliance with L.5.2.1.1(a)(3) through L.5.2.1.1(a)(3)(ii) will render the Offeror's proposal non-compliant. The proposal will not be evaluated and will not be further considered for award.

L.5.2.1.1(b) The Offeror's Staffing and Management Plan must detail the Offerors approach to deliver services required in the RFP and PWS. The Offerors SMP must detail the overarching methodology used to determine the proposed skill sets / skill level; the SMP must also contain any assumptions used to support staffing decisions with any explanations needed to clarify staffing decisions. As the Government will utilize the Attachment 0008 - Collective Bargaining Agreement (CBA), Service Contract Act (SCA) Directory of Occupations (5th Edition) and Exhibit A - TD-06 Key & Specified Non-Key Positions for technical evaluation purposes, the Offeror shall utilize those sources whenever possible to determine which labor categories/position titles to propose as part of its proposed staffing.

For all positions identified as "Non-Exempt" on the Offerors Attachment 0002 Staffing/Labor Mix, the Offeror shall provide a labor category/title under the column "Position Title" that is specifically found within the CBA, SCA Directory of Occupations (5th Edition),

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or Exhibit A TD-06 Key & Specified Non-Key Positions. If additional explanation is necessary beyond the definitions provided in the CBA, SCA Directory, or Exhibit A TD-06 to describe the proposed skillset or capabilities of that labor category based on the Offerors unique business practices or staffing approach, then the SMP narrative must include an adequate duty description for that position which will enable the Government to evaluate the skill set / skill level that is being proposed (this requirement is in addition to any supplemental description the offeror can include under the "Duty Title" column on its Attachment 0002).

For positions identified as "Exempt" on Attachment 0002, if the Offeror is providing a labor category/title under the column Position Title that is not specifically found within Exhibit A TD-06 (Key & Specified Non-Key Positions) or that is a pre-populated labor category, then the SMP narrative must include an adequate duty description for that position which will enable the Government to evaluate the skill set / skill level that is being proposed (this requirement is in addition to any supplemental description the offeror can include under the "Duty Title" column on its Attachment 0002).

The SMP MUST BE SUPPORTED BY THE OFFEROR'S ATTACHMENT 0002 STAFFING/LABOR MIX and, at a minimum, must address the following elements:

L.5.2.1.1(b)(1) Staffing and organization of the required effort by providing its approach to creating its management structure from general staff oversight by first line supervisors through its company headquarters management. This approach must detail the management and supervision structure related to executing this effort.

L.5.2.1.1(b)(1)(i) The Offeror's proposal must include a firm-fixed-price (FFP) portion of the effort that provides the required on-site staff for its Program Management Office (PMO) for this Task Order. The pre-populated, FFP PMO positions are determined to be material to the effort and must remain staffed throughout the duration of the contract. The required labor categories are identified as firm fixed price in Exhibit A TD-06 Key & Specified Non-Key Positions and are pre-populated in the Attachment 0002. Offeror must propose any additional PMO staffing, if required by the Offerors business processes to fully support the effort solicited within this RFP. Additional positions proposed within the firm fixed-price portion of the effort must be identified as firm fixed-price in Attachment 0002.

L.5.2.1.1(b)(1)(ii) Reserved

L.5.2.1.1(b)(2) The Offeror must provide an Organizational Diagram to depict a comprehensive organizational overview that identifies the following:

L.5.2.1.1(b)(2)(i) Identification of the tasks to be performed by the Offeror and all proposed subcontractor(s) (if applicable) as identified on the Offeror's Teaming Matrix (Attachment 0005, Tab 2).

L.5.2.1.1(b)(2)(ii) Identification of the command and control relationship among the Offeror, all proposed subcontractor(s) as identified on the Offeror's Teaming Matrix (Attachment 0005, Tab 2). The command and control relationship must include identification of leadership positions (e.g., team leads, foremen, supervisors, deputies, managers) responsible for performing successful oversight of each of the primary task areas identified in Section C-5 of the PWS. FTE Counts are not required on the Organizational Diagram. Proposed FTEs counts will only be evaluated on the Attachment 0002 and will not be evaluated as part of the Organizational Diagram.

L.5.2.1.1(c) Staffing/Labor Mix (Attachment 0002 - Staffing/Labor Mix): The Offeror must provide its proposed staffing mix/labor categories (skill sets / skill level, Functional Labor Category 1 (FLC1), Functional Labor Category 2 (FLC2), number of employees) in relation to the PWS requirements and the provided workload data (see applicable Technical Exhibits) for both the base period and option periods (fully operational capable 12-month periods (365 day periods)). The Offeror's proposal must present a staffing approach which demonstrates a thorough understanding of the effort and provides the expected skill sets / skill level of each position, to include level of responsibility in order to successfully perform the specific workload requirements identified at Exhibit A TD-01 Workload and meet all the PWS requirements.

NOTE: For Technical evaluation purposes only, the Government will utilize the Attachment 0008 Collective Bargaining Agreement (CBA), Service Contract Act (SCA) Directory of Occupations (5th Edition) labor category definitions and Exhibit A TD-06 Key & Specified Non-Key Positions to determine if the proposed labor category has the skill set / skill level necessary to perform the required task(s) as identified in L.5.2.1.1(b).

It is further noted that the inclusion of only some of the PWS paragraphs in Exhibit A (TD-01 Workload) was for Technical evaluation purposes only. During contract execution, compliance with all PWS requirements is expected and required.

A cross-walk between the CBA and the SCA is provided in Attachment 0016.

L.5.2.1.1(c)(1) Offeror's proposal shall adhere to the following:

L.5.2.1.1(c)(2) Naming Convention: Offeror's_Name_Vol_2_Att0002

L.5.2.1.1(c)(3) File Format: MS Excel

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L.5.2.1.1(c)(3)(i) The Offeror shall not add or remove any tabs (other than the example tab) to the Attachment 0002 Staffing/Labor Mix.

L.5.2.1.1(c)(4) COMPLIANCE REQUIREMENT: Failure to provide the Staffing/Labor Mix Attachment 0002 in the Government provided format, in compliance with L.5.2.1.1(c)(3) and L.5.2.1.1(c)(3)(i), and to provide the following required information, shall render the Offeror's proposal non-compliant, and the proposal will not be evaluated and will not be further considered for award: proposed hours per FTE for both the base period and option periods 1-4; FLC1/FLC2; identification of CBA/SCA/Exempt; SCA Code; Offeror Position Title.

L.5.2.1.1(c)(5) Definitions relating to Staffing/Labor Mix:

L.5.2.1.1(c)(5)(i) Full Time Equivalents (FTEs): Compensable hours are determined by the Offeror and are the work hours available to perform a function in one year less holiday and vacation hours. An employee who works all available compensable hours is one Full Time Equivalent. If an employee works less than the total compensable hours for one year, that is considered a fractional FTE. Fractional FTEs are determined by dividing the hours scheduled for that employee by the total available compensable hours.

L.5.2.1.1(c)(5)(ii) Functional Labor Category 1 (FLC1): Contract or task order level positions that are specifically identified to directly accomplish the tasks/functions of the workload provided in Exhibit A TD-01 Workload (e.g. mechanic / shop supply clerk in support of the maintenance effort). Note: Leads may be proposed as solely FLC1, if applicable.

L.5.2.1.1(c)(5)(iii) Functional Labor Category 2 (FLC2): Contract or task order level positions required for the completion of RFP requirements, but do not directly perform the tasks / functions of the workload provided in Exhibit A TD-01 Workload. FLC2 positions may be required by the RFP, regulation, or the Offeror's business practices, but are not directly supporting the workload (e.g. project manager, supervisory functions, and administrative assistant). Additionally, all managers must be proposed as solely FLC2; supervisors may be split as FLC1 and FLC2, with the FLC2 portion proposed commensurate with the level of supervisory duties assigned, provided the applicable CBA does not preclude the practice.

NOTE: FLC2 positions also include the Program Management Office (PMO) positions which are identified at Exhibit A TD-06 Key & Specified Non-Key Positions.

L.5.2.1.1(c)(6) The purpose of Staffing/Labor Mix - Attachment 0002 is to provide the Government with a complete picture of each Offeror's staffing and total proposed labor hours for each CLIN requirement for this effort. For proposal purposes staffing must be constant for all periods of performance. The Government intends to use the MS Excel program to analyze the data provided.

The following instructions pertain to the Staffing/Labor Mix - Attachment 0002:

L.5.2.1.1(c)(6)(i) The Offeror must identify all of its proposed staffing required to support all PWS requirements, specifically those that are both identified at Section 5 of the PWS and Exhibit A TD-01 Workload in terms of FTEs and FLC1 or FLC2 on the Staffing/Labor Mix - Attachment 0002. The Government required "Key" Position labor categories and associated FTEs are prepopulated as identified at Exhibit A TD-06 Key & Specified Non-Key Positions. The Offeror's Attachment 0002 must identify the required Specified Non-Key positions using "(Non-Key)" following the Offeror Position Title; see example tab in Attachment 0002.

L.5.2.1.1(c)(6)(ii) The Offeror must insert FLC1 or FLC2 for all proposed labor categories. Please note: The hours associated with FLC2 positions (including managers proposed as FLC1 and supervisors proposed solely as FLC1), in whole or part, will not count toward the total minimum FLC1 hours specified in L.5.2.1.1(c)(6)(v), and positions incorrectly identified as FLC1 will not count toward the total minimum FLC1 hours specified in L.5.2.1.1(c)(6)(v).

L.5.2.1.1(c)(6)(iii) The Offeror must clearly identify all FTEs that are cross utilized FTEs, or, in other words, when a portion of an FTE (e.g. supervisor) is applicable to an FLC1 labor category and a portion of the same FTE is also applicable to an FLC2 labor category. These positions must be listed on the Attachment 0002 - Staffing/Labor Mix in all applicable locations (e.g. part time worker (.20 FLC1) and part time supervisor (.80 FLC2)) with the appropriate percentage of hours applicable to each labor category expressed as a decimal (not to exceed two decimal places to the right of the whole number). Additionally, supervisors must, by definition, have a portion of their proposed time proposed FLC2. (See "Example Tab" contained in Attachment 0002 - Staffing/Labor Mix.). As noted in L.5.2.1.1(c)(5)(iii), supervisors can only be cross-utilized if the CBA does not preclude it.

L.5.2.1.1(c)(6)(iv) The Offeror must provide its proposed annual labor hours by employee type in the Hours Per Year column (in both the Base Period and Option Periods 1 4) for Exempt, CBA and SCA.

L.5.2.1.1(c)(6)(v) Proposed FLC1 FTEs, when multiplied by the associated annual hours per year by employee type proposed for the option periods, shall be equal to or greater than the total minimum hours of: Maintenance 300,672, Supply 599,488, and Transportation 464,000 as provided at Exhibit A TD-01 Workload. The proposed FLC2 FTEs (i.e., FLC2 portion of proposed supervisors, if applicable) are not to be included in the total Proposed FLC1 Hours by Functional Area.

L.5.2.1.1(c)(6)(vi) The Offeror must insert the proposed labor category/position title, and it must match the labor category description found in either the CBA, SCA, Exhibit A TD-06 - Key & Specified Non-Key Positions, or the SMP (if the position is an Exempt position, such as a manager or supervisor not otherwise identified in Exhibit.)

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The Offeror must insert either SCA, CBA, or Exempt in the column titled SCA/CBA/Exempt. If SCA is identified, the Offeror must also provide the corresponding SCA labor code in the Column indicated as SCA Code. An SCA labor code shall only be provided if the position has been identified as a SCA position; a labor code shall not be identified if the position has been identified as a CBA position. In the event the labor code and the Position Title do not match, the SCA labor code will take precedence over the Position Title provided, and the description applicable to the given SCA Labor Code will be used to determine and evaluate the skill set / skill level being proposed. Additionally, the Offeror may provide the "Duty Title" in order to better identify the functional nature of the position.

L.5.2.1.1(c)(6)(vii) The Offeror must insert the number of FTEs (or less than full time equivalents expressed as FTEs) within the applicable FTE Count column. The Offeror's staffing must be rounded to the nearest hundredth decimal (i.e. two decimal places to the right of the whole number). Formatting the cells to display only two decimal places is not considered rounding; the values entered in each cell should only contain two decimal places. FTEs entered by the Offeror with greater than two decimal places will be rounded by the Government to the nearest hundredth decimal (two decimal places to the right of the whole number) using the Microsoft Excel formula "=ROUND (number,num_digits)" IAW generally accepted rounding methods, i.e. numbers 5 through 9 are rounded up to the next whole number; numbers 1 through 4 are rounded down to the next whole number.

L.5.2.1.1(c)(6)(viii) The Offeror must complete the section of the Attachment 0002 - Staffing/Labor Mix marked "Option Period Total Proposed FLC1 Hours by Functional Area" by correctly calculating its total proposed FLC1 hours for Maintenance, Supply and Transportation. Calculations must correctly multiply total proposed FLC1 FTEs by the Offeror provided Hours per Year applicable to the specific employee type. The calculated total proposed FLC1 hours must be equal to or greater than the minimum required hours as stated in Exhibit A TD-01 Workload.

L.5.2.1.1(c)(6)(ix) As identified at Attachment 0008, the maximum available work year for CBA employees is 1856 hours per employee. The Offeror's proposed hours per year for CBA positions shall not exceed the maximum hours established by Attachment 0008. Note: Available hours for the base year shall be adjusted to reflect the transition-in period associated with this solicitation.

L.5.2.1.1(c)(6)(x) COMPLIANCE REQUIREMENT: Proposing in excess of the maximum hours identified in L.5.2.1.1(c)(6)(xi) shall render the Offeror's proposal non-compliant. The proposal will not be evaluated and will not be further considered for award.

L.5.3 Past Performance Factor:

L.5.3.1 The Government will consider the recent past performance references that were provided with the Offeror's task order proposal in response to this RFP as well as references obtained from sources other than those identified by the Offeror.

L.5.3.1.1 Definitions:

L.5.3.1.1(a) Offeror, as used in this factor, is a BOA Holder Prime Contractor submitting a proposal for this task order RFP.

L.5.3.1.1(b) Joint Venture (JV) Partner, as used in this factor, is one or more entities comprising the JV BOA Holder Offeror.

L.5.3.1.1(c) Subcontractor(s), as used in the Past Performance factor, means those who are expected to perform 20% or more of the Offeror's total estimated dollar value as found in column G of the Offeror's Teaming Matrix (Attachment 0005, Tab 2) or who are expected to perform a critical performance task. For purposes of this factor, the tasks which are considered critical performance tasks are Ammunition Supply Point (ASP) (PWS Paragraph 5.22); as such, any proposed subcontractor who will be performing any of those critical tasks will be considered in this past performance evaluation regardless of what percentage of the Offeror's total estimated dollar value that subcontractor is performing. The Government will verify the tasks each proposed subcontractor is expected to perform via the Offeror's Teaming Matrix Attachment 0005, Tab 2 Column J.

L.5.3.1.1(d) Predecessor, as used in this factor, means an entity that is replaced by a successor and includes any predecessors of the predecessor.

L.5.3.1.1(e) Successor, as used in this factor, means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term successor does not include new offices/divisions of the same company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State Law and specific circumstances.

L.5.3.1.2 The Offeror shall provide a Letter of Consent for each Subcontractor and JV Partner, using the Letter of Consent template provided in Attachment 0004 Letter of Consent. This letter allows the release of the Subcontractors' and JV Partners' present and past performance information to the Offeror. Failure to include written consent from each Subcontractor and JV Partner will result in the Government's inability to contact the Offeror to communicate the findings from its Subcontractor(s) and JV Partner(s) references. A Letter of Consent from another Task Order is not relevant to this Task Order RFP. A new Letter of Consent is required and shall adhere to the following:

L.5.3.1.2(a) Naming Convention: Offeror's_Name_Vol_3_Att0004

L.5.3.1.2(b) File Format: MS Word or Adobe PDF

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L.5.3.1.2(c) Page Limit: None

L.5.3.1.2(d) COMPLIANCE REQUIREMENT: Failure to provide a completed Letter of Consent for each Subcontractor and JV Partner will render the Offeror's proposal non-compliant. The proposal will not be evaluated and will not be further considered for award.

L.5.3.1.3 The Offeror is afforded the opportunity to provide past performance contract references for itself, Joint Venture Partner(s) and for each proposed subcontractor but is not required to do so.

L.5.3.1.4 If the Offeror chooses to submit any contract references for itself, JV Partner(s) and/or proposed subcontractors, the Offeror must do so by submitting an individual Attachment 0011 Contract Reference Spreadsheet for each entity. Each individual Attachment 0011 must be completed in the following format with the following information:

L.5.3.1.4(a) Attachment 0011 Format:

L.5.3.1.4(a)(1) Naming Convention: Offeror's_Name_Vol_3_Att0011; or, Naming Convention for Subcontractors: Offeror's_Name_Sub's_Name_Vol_3_Att0011

L.5.3.1.4(a)(2) File Format: MS Excel

L.5.3.1.4(a)(3) Page Limit: None

L.5.3.1.4(b) Attachment 0011 Information:

L.5.3.1.4(b)(1) Line 1: The BOA Holder Offeror Name.

L.5.3.1.4(b)(2) Line 2: The BOA Holder Offeror's CAGE Code, as identified in SAM. The CAGE Code consists of five alphanumeric digits and does not begin with the letter O.

L.5.3.1.4(b)(3) Line 3: If applicable, the Subcontractor Name.

L.5.3.1.4(b)(4) Line 4: If applicable, the Subcontractor's CAGE Code, as identified in SAM. The CAGE Code consists of five alphanumeric digits and does not begin with the letter O.

L.5.3.1.4(b)(5) Line 5: The specific Task Order Solicitation number.

L.5.3.1.4(b)(6) Line 6: The proposal submission date. Date shall include the month, day, and year.

L.5.3.1.4(b)(7) Column B: Shall provide recent contract numbers which demonstrate relevant past performance to this Task Order proposal submission. All contract references provided must have been performed under Government (Federal, State, and Local) and/or commercial contracts (subcontracts). Please note that references provided on classified contracts cannot be verified, and will not be evaluated. The contract reference number shall fall under one of the three categories below:

L.5.3.1.4(b)(7)(i) For services performed as a Prime contract on a Government contract, provide its recent Government contract number (and one corresponding task order number, if applicable, that best illustrates individual mission requirement) which demonstrated relevant past performance to this Task Order proposal submission; OR,

L.5.3.1.4(b)(7)(ii) For services performed as a Prime contractor on a private sector contract, provide its recent private sector contract number which demonstrated relevant past performance to this Task Order proposal submission; OR,

L.5.3.1.4(b)(7)(iii) For services as a subcontractor on a Government contract, provide its recent subcontract number which demonstrated relevant past performance to this Task order proposal submission (DO NOT provide the Prime Government contract number). Note: The contract number given for a subcontract contract reference is the private section commercial contract number held between the subcontractor and the Prime, not the contract number between the Government and the Prime.

L.5.3.1.4(b)(8) Column C: Shall enter one name (as identified in SAM) for the contractor who performed the requirements of the contract number listed in Column B.

Predecessor company references may be provided in Column C. However, the Government reserves the right to determine whether the past performance of the predecessor company is relevant past performance for the contractor based on the justification in Column H as to why the contractor can claim the past performance.

L.5.3.1.4(b)(9) Column D: Shall enter one corresponding CAGE Code (as identified in SAM) for the contractor who performed the requirements of the contract number listed in Column B.

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Name of Offeror or Contractor:

L.5.3.1.4(b)(10) Column E: Shall select from the dropdown box if the contractor listed in Column C performed the work as a Prime or Subcontractor for the contract number listed in Column B.

L.5.3.1.4(b)(11) Column F: Shall select from the dropdown box if the work performed by the contractor listed in Column C is a Joint Venture company to the contractor submitting this document. Select YES if the work was performed by a Joint Venture company or NO if the work was not performed by a Joint Venture company. Note: If work was performed by a Joint Venture company, the contractor submitting the document shall provide the justification in Column H as to why it can claim the experience of the Joint Venture Company.

L.5.3.1.4(b)(12) Column G: Shall select from the dropdown box if the work performed by the contractor listed in Column C is a predecessor company to the contractor submitting the document. Select YES if the work was performed by a predecessor company or NO if the work was not performed by a predecessor company. Note: If work was performed by a predecessor company the contractor submitting the document shall provide the justification in Column H as to why it can claim the past performance of the predecessor company.

L.5.3.1.4(b)(13) Column H: If the contract number in Column B is for a Joint Venture or predecessor company of the contractor submitting the document, it shall:

L.5.3.1.4(b)(13)(i) Provide the name of the contractor who is claiming the past performance in Column B.

L.5.3.1.4(b)(13)(ii) Provide a description of the relationship between the Joint Venture or predecessor company listed in Column C to the contractor that is claiming the past performance in Column B.

L.5.3.1.4(b)(13)(iii) Provide a justification as to why the contractor can claim the past performance of work in Column B by explaining how the contractor will draw upon the past performance from the Joint Venture or predecessor company, and shall demonstrate that the resources (e.g. workforce, management, facilities, or other resources) of the Joint Venture or predecessor company will be transferred to the contractor or provided or relied upon for contract performance, such that the Joint Venture or predecessor company will have meaningful involvement in contract performance.

Note: If the past performance provided in Column B was not performed by a Joint Venture or predecessor company (i.e., NO was selected in Column F and G), a justification will not be required in Column H and the associated cell will automatically format black.

L.5.3.1.4(b)(14) Column I: Shall enter the contract Period of Performance start date for the contract number listed in Column B. Required format is MM/DD/YYYY. If Column D states Subcontract, only provide the Period of Performance start date for the work performed specifically by the contractor listed in Column C.

L.5.3.1.4(b)(15) Column J: Shall enter the contract Period of Performance end date for the contract number listed in Column B. Ongoing contracts must use contract completion date (assuming all option periods are exercised). Required format is MM/DD/YYYY, To Present is not acceptable. If Column D states Subcontractor, only provide the Period of Performance end date for the work performed specifically by the contractor listed in Column C.

L.5.3.1.4(b)(16) Column K: Shall enter the Physical Place(s) of Performance for the contract number listed in Column B.

L.5.3.1.4(b)(17) Column L: Enter the Total Contract Value for the contract number listed in Column B. If option periods are available, assume all option periods will be exercised; include in the Total Contract Value.

L.5.3.1.4(b)(18) Column M: The total number of Months will be populated based on the information provided in Columns I (Start Date) and J (End Date).

L.5.3.1.4(b)(19) Column N: The Average Annual Dollar Value (AADV) will be populated based on the information provided in Columns L (Total Contract Value) and M (Number of Months).

L.5.3.1.4(b)(19)(i) AADV is the Total Contract Value (Column L) divided by the number of Months of performance, if all options are exercised (Column M) multiplied by 12.

L.5.3.1.4(b)(19)(ii) If the period of performance is less than 12 months, the AADV will equal the Total Contract Value (Column L).

L.5.3.1.4(b)(19)(iii) Example:

AADV Sample 1:
Contract Start Date: 05-Jun-11 Contract End Date: 20-Feb-14
Total Contract Value: \$2,485,003.00
Months of Performance: 32
AADV: (\$2,485,003.00 / 32) * 12 = \$931,876.13

AADV Sample 2:

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Name of Offeror or Contractor:

Contract Start Date: 01-Aug-12 Contract End Date: 01-Oct-12
Total Contract Value: \$640,000.00
Months of Performance: 2 (Note: Less than 12)
AADV: \$640,000.00 because the Months of Performance < 12

L.5.3.1.4(b)(20) Columns O and P: In each column, provide the name and contact information of a current Customer POC, to include valid title, complete phone number and current e-mail address, which can verify the information provided for the contract number listed in Column B. The POC(s) provided should have direct knowledge of the work performed.

L.5.3.1.4(b)(20)(i) For a Government contract as a Prime, the POC(s) shall be a Government Contracting representative.

L.5.3.1.4(b)(20)(ii) For a private commercial contract as a Prime, the POC(s) shall be a representative of the entity with whom the private commercial contract terms were entered into.

L.5.3.1.4(b)(20)(iii) For a Government contract as a subcontractor, the POC(s) shall be a representative of the Prime contractor with whom the subcontract terms were entered into. The POC CANNOT be a Government Representative.

L.5.3.1.4(b)(21) Columns Q, R, and S: Shall list the work performed by the contractor to the corresponding functional area's performance tasks of this Task Order. These performance tasks can be found in Attachment 0001 on pages 01-59, excluding the paragraphs marked as "RESERVED".

EXAMPLE of list: Column Q

- Allied Trades
- Technical Inspections
- Production Control

L.5.3.1.4(b)(21)(i) If a list is annotated in reference to any corresponding functional area (Columns Q, R and/or S), the Offeror must submit either a PWS, Statement of Work (SOW), or Statement of Objectives (SOO) that was utilized for performance against the contract number provided in Column B of the Attachment 0011 Contract Reference Spreadsheet IAW L.5.3.1.4(b)(21)(ii)-(iv). The provided PWS, SOW, or SOO must include highlighted annotations of the actual work performed for each applicable function area's performance tasks that are listed in the Attachment 0011 Contract Reference Spreadsheet (i.e. Columns Q, R and/or S) to support scope relevancy of the work to be performed for this Task Order solicitations requirements. The Offeror's proposal shall adhere to the following:

L.5.3.1.4(b)(21)(ii) Naming Convention of Offeror: Offeror_Name_Vol_3_SR_ContractReference#; or, Naming Convention of Subcontractors: Offeror_Name_Sub_Name_Vol_3_SR_ContractReference#

L.5.3.1.4(b)(21)(iii) File Format: MS Word or Adobe PDF

L.5.3.1.4(b)(21)(iv) Page Limit: None

L.5.3.1.4(b)(21)(v) Document Format: Provide each PWS/SOW/SOO in a separate document with appropriate headings that identifies the contract number provided in Column B of the Attachment 0011 - Contract Reference Spreadsheet.

L.5.3.1.4(b)(21)(vi) If the work was NOT performed in reference to the corresponding functional area (Columns Q, R and/or S), then annotate with "NO".

L.5.3.1.5 The Government reserves the right to determine whether the past performance provided is relevant.

L.5.3.2 The Government is under no obligation to search for additional information in order to identify contracts/performance references.

L.5.3.3 Additional narratives are not required in this factor and will not be evaluated if provided.

L.5.3.4 Recency and relevancy definitions can be found in M.5.2.7 and M.5.2.8, respectively.

L.5.3.5 The Offeror shall complete Attachment 0003 - Performance Questionnaire. A separate questionnaire shall be provided for the Offeror and each proposed JV Partner and Subcontractor.

L.5.3.5(a) If the Offeror, and/or its proposed JV Partner(s) and Subcontractor(s) have experienced any performance problems as described in L.5.3.5.1 through L.5.3.5.4, it shall mark Yes for the applicable paragraph(s) on Attachment 0003 Performance Questionnaire.

L.5.3.5(b) If the Offeror, and/or its proposed JV Partner(s) and Subcontractor(s) have not experienced any performance problems as described in L.5.3.5.1 through L.5.3.5.4, it still shall mark "No" for the applicable paragraph(s) on Attachment 0003 - Performance Questionnaire.

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L.5.3.5(c) The Offeror's proposal shall adhere to the following:

L.5.3.5(c)(1) Naming Convention: Offeror's_Name_Vol_3_Att0003

L.5.3.5(c)(2) File Format: MS Word or Adobe PDF

L.5.3.5(c)(3) Page Limit: None

L.5.3.5(c)(4) COMPLIANCE REQUIREMENT: Failure to provide a completed Performance Questionnaire - Attachment 0003 for the Offeror AND each of its proposed JV Partners(s) and Subcontractor(s) shall render the Offeror's proposal non-compliant. The proposal will not be evaluated and will not be further considered for award.

L.5.3.5.1 The Offeror shall identify all recent contracts where it or its proposed JV Partners or Subcontractors experienced any performance problems that occurred within three years prior to the closing date of this RFP. For each contract identified, the Offeror shall provide copies of all Level III Corrective Action Reports (CARs), Cure Notices, Level III Nonconformance Reports (NCRs) or Show Cause letters received regardless of whether or not the contract was provided as a contract reference in the Offeror's task order proposals to date. In addition, the Offeror shall include the contract number, a brief description of the issue, the corrective actions taken to avoid recurrence of the problem, the extent to which the corrective action has been successful, a mitigation plan of how to prevent similar future issues, and Customer points of contact who can confirm the success of the corrective measures.

L.5.3.5.2 The Offeror shall disclose all recent contracts that were terminated for default or terminated for cause, in whole or in part for it or its proposed JV Partner(s) and Subcontractor(s). The Offeror shall provide the contract number, type of termination, reason for the termination, and a Customer point of contact who can verify the information provided. Information to be disclosed shall be within three years prior to the closing date of this RFP.

L.5.3.5.3 The Offeror shall include the contracts identified in Attachment 0003, including continuation pages of Attachment 0003, in Attachment 0011.

L.5.3.5.4 OFFERORS ARE HEREBY PUT ON NOTICE THAT THIS IS THE SINGLE OPPORTUNITY TO ADDRESS ANY ADVERSE PAST PERFORMANCE SUBMITTED WITHIN THIS QUESTIONNAIRE BY THE OFFEROR IN RESPONSE TO THIS RFP. THE GOVERNMENT WILL NOT GIVE THE OFFEROR AN OPPORTUNITY TO ADDRESS ADVERSE PAST PERFORMANCE INFORMATION CONTAINED IN THIS QUESTIONNAIRE DURING EVALUATIONS.

L.5.4 Cost/Price Factor

L.5.4.1 Cost/Price General Instructions.

L.5.4.1.1 The Government intends to award a combination type contract utilizing Firm Fixed Price (FFP), CPFF, and Cost Reimbursable (CR) (Non-Fee Bearing) CLINs. The CLIN structure can be found at Attachment 0005 Cost/Price Matrix. Specific Instructions regarding the information required for each CLIN type can be found within the instructions below.

L.5.4.1.2 The cost/price proposed shall be based on the workload data and PWS requirements. Offerors are advised that the workload contained in the solicitation is based on a best estimate of the Government's current requirements. Offerors are cautioned to base proposal submissions strictly on the workload contained in the solicitation. However, as the workload provided is only the Governments best estimate for evaluation purpose, it is acknowledged that there may be fluctuations in the Government's requirements during the evaluation period which may lead to increases or decreases in the actual workload after award.

L.5.4.1.3 A proposal is presumed to represent the Offeror's best efforts in response to this RFP. Any inconsistency, whether real or apparent, between promised performance and the costs shall be explained in the Cost/Price proposal. For example, if a business policy decision was made to absorb a portion of the estimated costs, that approach shall be stated within the Cost/Price proposal (including any associated calculations). The burden of persuasion as to the cost credibility rests with the Offeror.

L.5.4.1.4 Proposal Errors/Omissions. The Government is not under any obligation to correct proposal errors/omissions. Those proposals with errors/omissions, where the Government is unable to ascertain the Offeror's intent without discussions shall be removed from further consideration.

L.5.4.1.5 All costs and expenditure profiles shall be stated in U.S. dollars.

L.5.4.1.6 The cost/price proposed must be consistent with the Offeror's Technical Proposal. Consistency between the Offeror's Cost/Price and Technical Proposals reflects the Offeror's ability to perform the effort required at the proposed amount. Any significant inconsistencies, if not adequately explained in the proposal, raise a fundamental question as to the Offeror's inherent understanding of the work required and its ability to perform the contract.

L.5.4.2 Cost/Price Proposal Specific Instructions.

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Name of Offeror or Contractor:

L.5.4.2.1 The Offeror shall submit a table of contents outlining all of the documents (by document file name) comprising the Offeror's Cost/Price Volume. If a Subcontractor is submitting a Cost/Price proposal directly to the Government, then that Subcontractor shall also submit a table of contents outlining all of the documents (by document file name) comprising the Subcontractor's Cost/Price Volume. Offerors (and Subcontractor(s)) shall adhere to the following table of contents format:

L.5.4.2.1(a) Naming Convention of Offeror: Offeror's_Name_Vol_4_TOC; or, Naming Convention of Subcontractors: Offeror's_Name_Sub_Name_Vol_4_TOC

L.5.4.2.1(b) File Format: MS Word or Adobe PDF

L.5.4.2.1(c) Page Limit: None

L.5.4.2.2 MS Excel documents provided in response to the Cost/Price Factor may contain macros. A macro is a series of commands and instructions that are grouped together as a signal command to accomplish a task automatically.

L.5.4.2.2(a) If the Offeror's proposal contains macros, the Offeror shall submit a narrative that explains instructions for operating the macros. If a Subcontractor is submitting a Cost/Price proposal directly to the Government that contains macros, then that Subcontractor shall also submit a narrative that explains instructions for operating the macro.

L.5.4.2.2(b) The Offeror's proposal and its Subcontractor proposal(s) shall adhere to the following:

L.5.4.2.2(b)(1) Naming Convention of Offeror: Offeror's_Name_Vol_4_MacroInst; or, Naming Convention of Subcontractors: Offeror's_Name_Sub_Name_Vol_4_MacroInst,

L.5.4.2.2(b)(2) File Format: MS Word or Adobe PDF

L.5.4.2.2(b)(3) Page Limit: None

L.5.4.2.3 The Offeror shall provide an overall Cost/Price Matrix which summarizes the transition period, base period, all option periods, and overall proposed price for the contract. The Offeror shall complete Attachment 0005 - Cost/Price Matrix Allocation Tab 1b for the base year and option years by populating the highlighted blue cells. All un-highlighted cells are formula driven which includes all of Tab 1a Cost Price Abstract and shall auto calculate from the Offeror entered amounts in Allocation Tab 1b. For areas that the Offeror intends to propose no cost, Offerors shall populate those cells with a zero (0). Offerors shall not unlock/unprotect the Attachment 0005 - Cost Price Matrix. Offerors shall adhere to the following:

L.5.4.2.3.1 Offerors shall complete the Allocation Tab 1b as part of its Attachment 0005 - Cost/Price submission. This worksheet shall allocate the Offeror's total proposal dollars to the appropriate Tasks as shown in Exhibit A TD-01 Workload.

L.5.4.2.3.1(a) Naming Convention: Offeror's_Name_Vol_4_Att0005

L.5.4.2.3.1(b) File Format: MS Excel, locked and protected as provided with the RFP with no modifications to the lock/protection feature.

L.5.4.2.3.1(c) Page Limit: None

L.5.4.2.3.1(d) COMPLIANCE REQUIREMENT: Failure to provide a fully populated Attachment 0005 - Cost Price Matrix to include all highlighted blue cells on Tab 1b the Cost Price Matrix Allocation Tab or one not otherwise in compliance with L.5.4.2.3.1(b), shall render the Offeror's proposal non-compliant. The proposal will not be evaluated and will not be further considered for award.

L.5.4.2.4 The Offeror shall provide all cost/pricing assumptions and associated rationale in a narrative format. If a Subcontractor is submitting a Cost/Price proposal directly to the Government, then that Subcontractor shall also provide all of its cost/pricing assumptions and associated rationale in a narrative format. Offerors (and Subcontractor(s)) shall adhere to the following:

L.5.4.2.4(a) Naming Convention of Offeror: Offeror's_Name_Vol_4_Assumptions; or, Naming Convention of Subcontractors: Offeror's_Name_Sub_Name_Vol_4_Assumptions

L.5.4.2.4(b) File Format: MS Word or Adobe PDF

L.5.4.2.4(c) Page Limit: none

L.5.4.2.4(d) COMPLIANCE REQUIREMENT: Failure of the Offeror or its proposed Subcontractors to provide the Assumptions and Rationale and in compliance with L.5.4.2.4(b) shall render the Offeror's proposal non-compliant. The proposal will not be evaluated and will not be further considered for award.

L.5.4.2.5 The Offeror shall provide local DCAA and DCMA information including: POC name, phone number, email address, and physical

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Name of Offeror or Contractor:

office address in a narrative format.

L.5.4.2.5(a) Naming Convention: Offeror's_Name_Vol_4_DCAA_DCMA

L.5.4.2.5(b) File Format: MS Word or Adobe PDF

L.5.4.2.5(c) Page Limit: None

L.5.4.2.6 The CLINs for ODCs are Government provided surrogate numbers, which are inclusive for any Offeror's applicable indirect rate adders. Therefore, the Offeror shall not apply indirect rate adders within its cost/price proposal. ODCs are defined in Attachment 0001 PWS Portfolio.

L.5.4.2.7 The Offeror's firm-fixed-price Transition-in proposal shall include all cost/price elements for performance from notice to proceed until full operational capability within the time allotted in the PWS. The Offeror's proposed cost/price must be commensurate with its proposed transition-in approach provided in its Technical Proposal. As this is a firm-fixed price portion of the overall effort, Offerors will not be able to adjust this price after award; therefore Offerors must perform this portion of the effort at the price proposed.

Areas of cost to be considered (not a complete list nor are these elements mandated):

L.5.4.2.7(a) All required inventories, inspections, assessments.

L.5.4.2.7(b) All coordination, planning, travel, other meetings, events.

L.5.4.2.7(c) All human resources actions, planning, notifications, security clearance application/processing, employee identification requirements.

L.5.4.2.7(d) Any potential direct labor costs associated with performance prior to end of Transition-In period.

L.5.4.2.7(e) Other key events, coordination, milestones, supplies, materials, processes, applications, services.

L.5.4.2.8 The Offeror's FFP PMO proposal shall include all cost/price elements required for performance. The Offeror's proposed cost/price must be commensurate with its proposed PMO approach provided in its Technical Proposal and those positions identified as PMO in Attachment 0002 Staffing Labor Mix. The Offeror is required to utilize at a minimum the identified PMO labor positions for the FFP effort. Each Offeror should carefully consider the location, workload and any other factor(s) relevant to allow the Offeror to formulate the FFP structure in the most cost effective, efficient manner. As this is a FFP portion of the overall effort, Offerors will not be able to adjust this price after award; therefore, Offerors must perform this portion of the effort at the price proposed.

L.5.4.2.9 The Offeror and its proposed Subcontractors (or affiliated divisions/subsidiaries, etc.) shall submit a Cost/Price Proposal IAW L.5.4.2.9(a) or L.5.4.2.9(b). The information detailed in L.5.4.2.9(a) or L.5.4.2.9(b) is required for the Offeror and its proposed Subcontractors. This is required whether the Subcontractors were selected on a competitive or non-competitive basis.

L.5.4.2.9(a) The Offeror must state the contract type into which it will enter with each of its proposed Subcontractors(s). This information shall be included within the Offeror's Volume 4 Cost/Price Proposal Excel document (i.e. Offeror's_Name_Vol_4_CostProp). The Offeror and its proposed Subcontractor(s) who enter into Firm-Fixed-Price subcontracts for the CPFF CLINs, shall provide a detailed price proposal which clearly shows the proposed labor categories, proposed labor hours, proposed FTEs, and proposed firm fixed prices for all periods of performance. The Offeror must provide a detailed and fully supported price reasonableness determination of the FFP subcontracted labor costs for each subcontract.

L.5.4.2.9(b) The Offeror and its proposed Subcontractor(s) who will enter into Cost type subcontracts for the CPFF CLINs, shall provide a detailed cost element proposal by CLIN submitted electronically in Microsoft Excel format, with working formulas/algorithms - prepared IAW FAR 15.408 - Solicitation Provisions and Contract Clauses Table 15-2, Instructions for Submitting Cost/Price Proposals When Certified Cost or Pricing Data Are Required. The Cost/Price Proposal shall be supported with verifiable facts, figures, and basis of estimates IAW instructions at FAR 15-2.

L.5.4.2.9(c) The Offeror's proposal shall adhere to the following:

L.5.4.2.9(c)(1) Naming Convention of Offeror: Offeror's_Name_Vol_4_CostProp; or, Naming Convention of Subcontractors: Offeror's_Name_Sub_Name_Vol_4_CostProp

L.5.4.2.9(c)(2) File Format: Cost/Price Proposal in MS Excel; Supporting Documentation in MS Excel, MS Word, Adobe PDF

L.5.4.2.9(c)(3) Page Limit: None

L.5.4.2.9(c)(4) COMPLIANCE REQUIREMENT: Failure of the Offeror or its proposed Subcontractor(s) to provide its Cost/Price Proposal in

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compliance with L.5.4.2.9(a) through L.5.4.2.9(c)(2), excluding L.5.4.2.9(c)(1), shall render the Offeror's proposal non-compliant. The proposal will not be evaluated and will not be further considered for award.

L.5.4.2.10 If a proposed Subcontractor chooses to provide its cost/price information directly to the Government, it shall submit its cost/price proposal through FBO.gov. FBO.gov Instructions are found in L.3 above. If a Subcontractor directly submits a proposal for more than one Offeror, that Subcontractor shall provide its cost/price information as separate documents for each Offeror.

L.5.4.2.10.1 The proposed Subcontractor(s) shall include Attachment 0015, titled Subcontractor Cost Information Submission with its FBO.gov submission. Attachment 0015 shall include the Subcontractor's company name, CAGE code, task order solicitation number, the Offeror's name for which it is submitting this particular proposal, and the Offeror's corresponding BOA number.

L.5.4.2.10.1(a) Naming Convention of Subcontractors: Offeror's_Name_Sub_Name_Vol_4_Att0015

L.5.4.2.10.1(b) File Format: MS Word or Adobe PDF

L.5.4.2.10.1(c) Page Limit: None

L.5.4.2.10.1(d) COMPLIANCE REQUIREMENT: Failure of any Subcontractors submitting Cost/Price Proposals directly to the Government, to provide Subcontractor Cost Information Submission - Attachment 0015 shall render the Offeror's proposal non-compliant. The proposal will not be evaluated and will not be further considered for award.

Note: Attachment 0015 shall only be submitted by the Subcontractors.

L.5.4.2.11 The Offeror also must ensure that its proposed Subcontractor(s) submit their information by the proposal due date and time and all the proposed values that pull forward to the Offeror's proposal are consistent with the Subcontractor(s) overall proposed price, along with identifying supporting data and explanations. The Offeror is responsible for ensuring that the proposals of these other entities conform to the same criteria, including supporting data and explanations.

L.5.4.2.12 The Offeror shall provide the rate data as stated in the paragraphs below. If a Subcontractor is submitting a Cost/Price proposal directly to the Government, then that Subcontractor shall also provide the rate data as stated in the paragraphs below. The requested data is required for the Government to perform the mandatory cost realism analysis of proposed direct and indirect expenses.

L.5.4.2.12(a) Direct Labor Rates.

L.5.4.2.12(a)(1) The Offeror shall provide the basis of proposed direct labor rates. If a Subcontractor is submitting a Cost/Price proposal directly to the Government, then that Subcontractor shall also provide the basis of proposed direct labor rates. The data may include, but is not limited to, SCA wage determinations, collective bargaining agreements, current payroll records, historical payroll records, current wage surveys, and/or Forward Pricing Rate Agreements (FPRAs).

L.5.4.2.12(a)(2) When proposing Direct Labor Rates, compliance with the Service Contract Act (SCA) (Attachment 0007) and the Collective Bargaining Agreement (CBA) (Attachment 0008) is required. For evaluation and proposal submission purposes only, Offerors should assume a [12 March 2020] Notice to Proceed date. Offerors (including Subcontractors) shall use the SCA rates included with the solicitation (Attachment 0007) and shall not include any escalation for the entire period of performance. Hazardous Pay percentage differential shall be in compliance with the SCA Wage Determination(s) - Attachment 0007. Offerors (including Subcontractors) shall use the CBA rates included with the solicitation (Attachment 0008) through the final year of the CBA and shall not include escalation through the remainder of the period of performance. As the CBA expires on 31 December 2020 Offerors (including Subcontractors) will continue to use the last applicable rate(s) in force (without escalating) for the remainder of the period of performance.

L.5.4.2.12(a)(3) The Offeror's proposal (including submissions from Subcontractors) shall include supporting data for Direct Labor costs for personnel not covered by the SCA or a CBA (i.e., exempt positions). The supporting payroll documentation should consist of current and/or historical payroll records provided as screen shots from the payroll system, copies of payroll reports, and/or copies of paystubs with a narrative explanation of why each payroll title was selected, how that payroll information was used to determine the proposed labor rates, and accompanying calculations to show how the supporting payroll data was used to calculate the proposed labor rates for each applicable labor category. The provided documentation should be redacted to ensure no Personally Identifiable Information (PII) is included in the submission. EXAMPLE: The proposed rate for a Supply Manager is based on the median salary for a Warehouse Manager (selected wage survey title) with 5 years of service; annual rate \$xx,xxx divided by 2080 = \$xx.xx per hour. The Warehouse Manager title was selected from the utilized wage survey as the duties and qualifications for that position are considered to be most similar to the duties as required by the PWS.

L.5.4.2.12(a)(4) APPLICABLE TO COST CLINS ONLY: For proposal preparation purposes only, for the Option Years, the Offeror and its Subcontractor(s) SHALL escalate its proposed Exempt Base Labor Rates, compounded annually, by 3.0% to be filled in IAW IHS Global Insights Forecast Data] for each Option Year. If the Offeror proposes escalation of exempt rates utilizing different percentages than the one provided, or proposes no escalation of exempt rates, the Offeror's exempt rates will be normalized (adjusted) by the Government consistent with the percentage provided above.

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L.5.4.2.12(a)(5) The Offeror's proposed direct labor rates contained in this contract (to include those included by way of incorporation of the contractor's proposal) for a specified period of performance (e.g. base period, Option Period 1) are binding for any new work to the following extent. In accordance with Paragraph G-3, the contractor shall inform the Contracting Officer of any change in rates prior to submitting an invoice containing rates other than those agreed to previously. If the Contracting Officer determined the submitted rate(s) to be unreasonable the contractor shall not execute any action(s) to increase the previously agreed to rate(s) and shall not submit invoice(s) containing rates other than those agreed to previously.

L.5.4.2.12(b) Naming Convention of Offeror: "Offeror's_Name_Vol_4_DLRD_Applicable_Year(s)" , Naming Convention of Subcontractors: "Offeror's_Name_Sub_Name_Vol_4_DLRD_Applicable_Year(s)"

Note: Contractors shall include applicable year(s) in the title that are included in the file. For example, the end of the file name would be 2011-2018 (with the years representing the actual years of the data).

L.5.4.2.12(c) File Format: MS Word, MS Excel, or Adobe PDF

L.5.4.2.12(d) Page Limit: None

L.5.4.2.12(e) COMPLIANCE REQUIREMENT: Failure of the Offeror, or its proposed Subcontractors to provide its Direct Labor rate data shall render the Offeror's proposal non-compliant. The proposal will not be evaluated and will not be further considered for award.

L.5.4.2.13 Indirect Expense Rates.

L.5.4.2.13(a) Indirect rates allocate indirect costs such as overhead, general & administrative (G&A) expense, and fringe benefit costs. The Offeror shall provide the pool and base costs or FPRAs for all proposed indirect expense rates for itself and all Subcontractor(s) who do not submit a proposal directly to the Government. If a Subcontractor is submitting a Cost/Price proposal directly to the Government, then that Subcontractor shall also provide the pool and base costs for all proposed indirect expense rates. Offerors shall provide a detailed explanation for indirect expense rates proposed that are not fully supported by the budgetary indirect expense rates and the corresponding supporting pool and base data or FPRA. Offerors shall provide a narrative to crosswalk the variances between the proposed and budgetary information. Additionally, Offerors shall provide a narrative to crosswalk the variances between the historical and budgetary information (i.e. pool - L.5.4.2.13(a)(3) & base - L.5.4.2.13(a)(4)), to include an explanation of how the current proposal is incorporated into the indirect rate pools and bases. Proposals also shall include an appropriately detailed description of how proposed indirect rates have been applied to proposed direct costs. All numerical data shall be provided in a Microsoft Excel file with accompanying explanatory notes in Word or PDF.

L.5.4.2.13(a)(1) When proposing Indirect Expense Rates, compliance with the Service Contract Act (SCA) (Attachment 0007) and the Collective Bargaining Agreement (CBA) (Attachment 0008) is required. For evaluation and proposal submission purposes only, Offerors should assume a 12 Mar 2020 Notice to Proceed date. Offerors (including Subcontractors) shall use the fringe benefit(s) included with the solicitation (Attachment 0007) and shall not include any escalation for the entire period of performance. Offerors (including Subcontractors) shall use the CBA fringe benefit(s) included with the solicitation (Attachment 0008) through the final year of the CBA and shall not include escalation through the remainder of the period of performance. As the CBA expires on 31 December 2020, Offerors (including Subcontractors) will continue to use the last applicable fringe benefit(s) in force (without escalating) for the remainder of the period of performance.

L.5.4.2.13(a)(2) Indirect Cost Rate = Indirect Cost Pool divided by Indirect Cost Allocation Base

L.5.4.2.13(a)(3) Pool: A descriptive summary of the costs proposed in each pool, including the details for each pool in both account/line item name and dollar value, is required to be submitted in the Offeror's proposal for itself and all Subcontractor(s) who do not submit a proposal directly to the Government. If a Subcontractor is submitting a Cost/Price proposal directly to the Government, then that Subcontractor shall also provide a descriptive summary of the costs proposed in each pool. An indirect cost pool is a logical grouping of indirect costs with a similar relationship to the cost objectives. For example, maintenance overhead pools include indirect costs that are associated with maintenance effort. Proposals also shall include an appropriately detailed description of how proposed indirect rates have been applied to proposed direct costs.

L.5.4.2.13(a)(4) Base: A descriptive summary of the costs proposed in each indirect cost allocation base, including the details for each base in both account/line item name and dollar value, is required to be submitted in the Offerors proposal for itself and all Subcontractor(s) who do not submit a proposal directly to the Government. If a Subcontractor is submitting a Cost/Price proposal directly to the Government, then that Subcontractor shall describe the indirect cost allocation base. The indirect cost allocation base for overhead rates is usually labor dollars; for G&A rates, the base is usually Total Cost Input or Value Added; and for fringe benefit rates the base is labor dollars.

L.5.4.2.13(b) The Offeror's proposal shall include Budgetary and Historical Cost Data.

L.5.4.2.13(b)(1) Budgetary Data.

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L.5.4.2.13(b)(1)(i) The Offeror shall provide budgetary rate data for 2019 through 2025 depending upon availability for itself and all Subcontractor(s) who do not submit a proposal directly to the Government. If a Subcontractor is submitting a Cost/Price proposal directly to the Government, then that Subcontractor shall also provide budgetary rate data for 2019 through 2025 depending upon availability. The data provided shall be the costs for the pools and bases used to calculate the proposed indirect cost rates. Appropriately detailed explanations and calculations, to include the fringe benefit(s) compensation required to be in compliance with Attachment 0007 & 0008, shall be provided for the basis of 2019 through 2025 forecasted indirect rates. If budgetary data for 2019 has been used to estimate proposed 2020 through 2025 rates, provide that explanation. If any portion of the proposed 2019 through 2025 forecasted rates is a discrete estimate, an explanation and supporting data shall be provided. The budgetary data shall include the pool and base summary information as explained in L.5.4.2.13(a)(2) through L.5.4.2.13(a)(3). If the data is not available, the Offeror shall provide an explanation why the data cannot be provided.

L.5.4.2.13(b)(1)(ii) If a Subcontractor is submitting a Cost/Price proposal directly to the Government and the data is not available, then that Subcontractor shall also provide an explanation why the data cannot be provided.

L.5.4.2.13(b)(2) Historical Cost Data (Historical Rates). The Offeror shall provide historical cost data for 2016, 2017, 2018, and the availability of 2019. If a Subcontractor is submitting a Cost/Price proposal directly to the Government, then that Subcontractor shall provide historical actual cost data for 2016, 2017, 2018, and the availability of 2019. The historical data shall be provided in the same format as proposed rates and include detailed actual pool and base costs. If the data is not available, the Offeror shall provide an explanation why the data cannot be provided.

L.5.4.2.13(b)(3) If a Subcontractor is submitting a Cost/Price proposal directly to the Government and the data is not available, then that Subcontractor shall provide an explanation why the data cannot be provided.

L.5.4.2.13(b)(4) Sales Volume Data. The Offeror/Subcontractors shall also provide the Historical and Budgetary sales volume data (total revenue dollars); this data shall be provided for the business segment associated with the indirect rates included in the proposal. The Offeror/Subcontractors shall provide historical sales volume data for 2016, 2017, 2018, and the availability of 2019 and shall provide the budgetary sales volume data for 2019-2025 segregated between Government and non-Government work. The Offeror/Subcontractors shall also provide an explanation of the calculations and the assumptions used in developing the budgetary data; at a minimum the budgetary data must include the value of this proposal.

L.5.4.2.13(c) Naming Convention of Offeror: "Offeror's_Name_Vol_4_IERD_Applicable_Year(s)"; or, Naming Convention of Subcontractors: "Offeror's_Name_Sub_Name_Vol_4_IERD_Applicable_Year(s)"

Note: Contractors shall include applicable year(s) in the title that are included in the file. For example, the end of the file name would be 2011-2018 (with the years representing the actual years of the data).

L.5.4.2.13(d) File Format: MS Excel.

L.5.4.2.13(e) Note: Information submitted in MS Excel shall be submitted with working formulas/algorithms.

L.5.4.2.13(f) Additional narrative explanations in support of how indirect rates are developed shall be submitted in MS Word or Adobe PDF format.

L.5.4.2.13(f)(1) Naming Convention of Offeror Narrative: "Offeror's_Name_Vol_4_IERD_NAR";

or

Naming Convention of Subcontractor: "Offeror's_Name_Sub_Name_Vol_4_IERD_NAR"

L.5.4.2.13(g) Page Limit: None

L.5.4.2.13(h) COMPLIANCE REQUIREMENT: Failure of the Offeror, or its proposed Subcontractors to provide its Indirect Expense rate data and in compliance with L.5.4.2.13(d) shall render the Offeror's proposal non-compliant. The proposal will not be evaluated and will not be further considered for award.

L.5.4.2.14 The Offeror shall prepare and provide a cross-walk of all proposed labor categories subject to the SCA or CBA to the corresponding labor categories or occupation codes in either the Attachment 0007 - Department of Labor Wage Determination (DOL WD) or the Attachment 0008 - Collective Bargaining Agreement (CBA). At a minimum, there must be a column listing all of the proposed labor categories, followed by two or more columns listing the corresponding DOL WD or CBA labor categories/occupation codes; Offerors may also include columns that list the applicable rates for each category. If a Subcontractor is submitting a Cost/Price proposal directly to the Government, then that Subcontractor shall also prepare and provide a cross-walk of all proposed labor categories subject to the SCA or CBA to the corresponding labor categories or occupation codes in either the Attachment 0007 - Department of Labor Wage Determination (DOL WD) or the Attachment 0008 - Collective Bargaining Agreement (CBA).

L.5.4.2.14(a) Naming Convention of Offeror: Offeror's_Name_Vol_4_CW; or, Naming Convention of Subcontractors:

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Offeror's_Name_Sub_Name_Vol_4_CW

L.5.4.2.14(b) File Format: MS Word or Excel

L.5.4.2.14(c) Page Limit: None

L.5.4.2.14(d) COMPLIANCE REQUIREMENT: Failure of the Offeror or its proposed Subcontractors, submitting Cost/Price proposals directly to the Government, to provide the detailed information shall render the Offeror's proposal non-compliant. The proposal will not be evaluated and will not be further considered for award.

L.5.5 Small Business Participation Factor: THIS REQUIREMENT APPLIES TO OTHER THAN SMALL BUSINESS OFFERORS ONLY.

L.5.5.1 Small Business Offerors are not required to submit any information in response to this factor. Small Business Offerors will be given an Acceptable Rating for Small Business Participation. An Offeror is considered a Small Business if it can certify Small Business status under NAICS 561210.

L.5.5.1.1 The Offeror shall demonstrate Small Business Participation by detailing its proposed approach to meet the requirements under this factor by addressing the following two areas in its Small Business Participation proposal:

L.5.5.1.1(a) Proposed Small Business Participation Plan in performance of the potential contract

L.5.5.1.1(b) Commitment to Small Business

L.5.5.1.1(b)(i) Payment Procedures

L.5.5.1.1(b)(ii) Compliance with Small Business Subcontracting Plan

L.5.5.2 Definitions:

L.5.5.2.1 Participant, as used in this factor, includes the Offeror as well as any proposed subcontractors.

L.5.5.2.2 Participation, as used in this factor, includes the work (dollars) performed by the Offeror, as well as the work (dollars) performed by proposed subcontractors.

L.5.5.2.3 Recent Performance, as used in the factor, is the same period of recency as defined in M.5.2.7.

L.5.5.2.4 Total Contract Value, as used in this factor for evaluation purposes, is the same as "Subtotal Proposed Labor / Fee" in the Attachment 0005 - Cost Price Matrix, Cost Price Abstract Tab 1a, cell I25. For contract execution and reporting on Small Business Subcontracting, Total Contract Value will include Other Direct Costs and Options.

L.5.5.3 Proposed Small Business Participation Plan

L.5.5.3.1 The Offeror shall provide a completed Small Business Participation Plan Attachment 0014 to show maximum practicable opportunities to small businesses to compete on this requirement IAW FAR 52.219-8, Utilization of Small Business Concerns.

L.5.5.3.2 The Offeror SHALL meet or exceed the minimum Small Business Goal of 39% based on "Total Contract Value".

L.5.5.3.3 The Offeror SHALL meet or exceed the minimum Small Business Goals for each socio-economic category based on "Total Contract Value" as defined in L.5.5.2.4. The Offeror should compare its socio-economic goals, as determined in the Attachment 0014, to the goals at M.5.4.3. If the proposed socio-economic goals based on "Total Contract Value" do not meet or exceed the Government's minimum Small Business Goals in every category, the Offeror shall provide written rationale why these goals cannot be met.

L.5.5.3.4 Naming Convention: Offeror's_Name_Vol_5_Att0014

L.5.5.3.5 File Format: MS Word

L.5.5.3.6 Page Limit: None

L.5.5.3.7 COMPLIANCE REQUIREMENT: Failure to provide a fully completed Attachment 0014 Small Business Participation Plan and failure to match the Total Contract Value to the "Subtotal - Proposed Labor / Fee" in the Attachment 0005 Tab 1a - Cost/Price Matrix shall render the Offeror's proposal non-compliant. The proposal will not be evaluated and will not be further considered for award.

L.5.5.4 Commitment to Small Business

L.5.5.4.1 The Offeror shall include a written statement of its established procedures to ensure timely payments to small business

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subcontractors IAW FAR 52.219-8, Utilization of Small Business Concerns (for those contracts under which it was required within the past three years from the closing date of this solicitation). If not required in any recent contracts, the Offeror shall so state.

L.5.5.4.2 Compliance with terms and conditions of FAR 52.219-9, Small Business Subcontracting Plan (if required on recent contracts). The Offeror shall provide three Individual Subcontracting Reports (ISRs) for recent contracts that included a subcontracting plan. If not required in any recent contracts, the Offeror shall so state. If the Offeror has less than three recent contracts, the Offeror shall provide the most recent ISR for each contract it has, and state that the Offeror does not have three recent contracts.

L.5.5.4.3 Naming Convention: Offeror's_Name_Vol_5_Commitment

L.5.5.4.4 Page Limit: 5 pages

L.5.5.4.5 Page limit excludes ISRs, cover page, table of contents, and glossary of abbreviations and acronyms.

L.5.5.4.6 Pages larger than 8.5 inches x 11 inches will be counted as two pages.

L.5.5.4.7 The font size shall be no less than 10 point font for all documents, to include charts, tables, and diagrams.

*** END OF NARRATIVE L0001 ***

AMC-LEVEL PROTEST PROGRAM

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible Contracting Officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the Contracting Officer) to:

Headquarters U.S. Army Materiel Command
Office of Command Counsel-Deputy Command Counsel
4400 Martin Road
Rm: A6SE040.001
Redstone Arsenal, AL 35898-5000
Fax: (256) 450-8840
e-mail: usarmy.redstone.usamc.mbx.protests@mail.mil

The AMC-level protest procedures are found at:

<https://www.amc.army.mil/amc/commandcounsel.html>

If Internet access is not available, contact the Contracting Officer or HQ, AMC Office of Command Counsel to obtain the AMC-Level Protest Procedures.

*** END OF NARRATIVE L0002 ***

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SECTION M - EVALUATION FACTORS FOR AWARD

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

http://farsite.hill.af.mil/ or https://www.acquisition.gov/

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.217-5	EVALUATION OF OPTIONS	JUL/1990

M.1 BASIS OF AWARD:

M.1.1 The Government expects to award a single combination Cost Plus Fixed Fee/Firm-Fixed Price (Transition-In CLIN and PMO CLINs only) task order with one (1) 12-month base period, to include a 90 day transition, and four one year evaluated option periods (plus one-half of the final option per FAR 52.217-8) as a result of this RFP. The Government will make an award to the responsible Offeror (IAW FAR 9.1) whose proposal complies with the RFP requirements and is determined to be the lowest total evaluated (fair and reasonable) priced proposal that is determined to be Technically Acceptable with Substantial Confidence in Past Performance and an Acceptable rating in Small Business Participation. The responsibility determination shall include the following:

M.1.1.1 A review of the Offerors accounting system IAW FAR 16.301-3. Failure to provide the required documentation will impact the Contracting Officer's responsibility determination. Absent an adequate accounting system, an Offeror cannot be determined responsible under FAR 9.104-5 and will be ineligible for award.

M.1.1.2 An analysis of whether the apparent successful Offeror complies with the requirements of FAR 9.1. The Government may directly determine the responsibility of the apparent successful Offeror's Subcontractor(s) with the requirements of FAR 9.104-4.

M.1.1.3 An evaluation of the Offeror's DoD Pre-Award Safety Responsibility to ensure the ability to comply with the contract safety requirements IAW DFARS Clause 252.223-7002, Safety Precautions for Ammunition and Explosives, Clause 252.223-7003, Change in Place of Performance Ammunition and Explosives and paragraph 5.22 of the PWS.

M.1.1.4 Mission Essential Contractor Services (MECS): The Government will evaluate the Offeror's MECS Plan by determining if the Offeror's proposed plan adequately details a realistic approach as to how it will continue to perform the essential contractor services listed in Attachment 0013: Mission Essential Contractor Services. The proposed MECS Plan must specifically address each part of the DFARS 252.237-7024 (b)(2)(i through v).

M.2 ADDITIONAL INFORMATION:

The Government reserves the right to: waive the strict compliance review, limit the competitive range for the purposes of efficiency; conduct discussions; and make no award should no offer prove to be acceptable based on the criteria set forth in this RFP. The Government reserves the right to award no task order at all, depending on the quality of the proposals, prices submitted, and the availability of funds. An award under this RFP in no way compels the Government to obligate additional dollars or additional option year periods.

M.2.1 Offerors are cautioned to submit sufficient information and in the format specified in Section L. Offerors may be asked to clarify certain aspects of their proposals (for example, the relevance of past performance information) or respond to adverse past performance information to which the Offeror has not previously had an opportunity to respond. Adverse past performance is defined as past performance information that supports a less than satisfactory rating on any evaluation element or any unfavorable comments received from sources without a formal rating system. Clarifications and communications conducted to resolve minor or clerical errors will not constitute discussions.

M.3 LISTING OF TOTAL PROPOSED PRICES AND STRICT COMPLIANCE REVIEW:

The Government reserves the right to waive the Strict Compliance Review if it is in the Governments best interest.

M.3.1 Listing of Total Proposed Prices. All timely offers will be listed according to the total proposed price (labeled as Total Proposed Price in Attachment 0005 Cost/Price Matrix) from lowest total proposed price to highest total proposed price. A cost/price analysis will not be completed prior to listing by total proposed price. If any Offeror is a qualifying HUBZone and did not otherwise waive the price evaluation preference provided for in FAR Clause 52.219-4, the HUBZones place in the order of Total Proposed Prices (for purposes of the reviews in M.3.2 and Step 1 of M.4.1 only) will be determined by subtracting 10% from its proposed price; this will not be used to modify the HUBZones proposed price in any way, this is only for determining the order in which proposals are first reviewed

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to allow for subsequent compliance with the price preference afforded to HUBZones under FAR Clause 52.219-4 and 19.1307.

M.3.2 Strict Compliance Review. Proposals will be reviewed to determine if all compliance requirements set forth in Section L are satisfied. The Government will conduct the strict compliance review starting with the lowest total proposed priced offer to the highest total proposed priced offer, until at least five (5) or 20% of the proposals (whichever is greater) are determined to be compliant. Note that initially only the pool of five (5) or 20% (whichever is greater) of the proposals found to be compliant will move to Step 1 Technical Factor Evaluations. However, if any of the proposals are found Technically Unacceptable in Step 1, the Government will continue to review additional proposals for compliance until the thresholds identified in Step 1 are met. If the Government receives less than five (5) proposals, all proposals will be reviewed for compliance, and those proposals found to be compliant move to Step 1 Technical Factor Evaluations.

M.3.2.1 The Government will compare the Offeror's proposal to Section L in order to perform a compliance review. Any Offeror's proposal determined non-compliant per the terms noted in Section L or determined non-compliant per paragraphs M.3.2.1.1 through M.3.2.1.2(c) below, will not be evaluated and will not be further considered for award. The compliance review will also include the following:

M.3.2.1.1 The Government will verify that the Offeror and any other entity so designated on Tab 2 of Attachment 0005 possess a SECRET Facility Clearance at the time of the RFP closing date. The verification will be performed via the DSS ISFD. The SECRET Facility Clearance must be issued for the specific CAGE code referenced on Attachment 0005, Tab 2. If the CAGE code noted on Tab 2 of Attachment 0005 for any entity designated as Yes does not in fact possess a SECRET Facility Clearance, the Offeror will be found non-compliant. The Offeror's proposal will not be evaluated and will not be further considered for award.

M.3.2.1.2 The Government will verify the Offeror's Option Period Total Proposed Functional Labor Category 1 (FLC1) hours, on its Attachment 0002: Staffing Labor Mix, are equal to or greater than the total minimum FLC1 hours, indicated in Exhibit A TD-01 Workload, by Functional Area. The minimum hours for this effort are: Maintenance: 300,672, Supply: 599,488, and Transportation: 464,000 as provided in Exhibit A TD-01 Workload. See L.5.2.1.1(c)(6)(v).

M.3.2.1.2(a) By using Microsoft Excel, the Government will verify the Offeror's proposed Option Period Total Proposed FLC1 Hours. In order to verify the Offeror's proposed Option Period Total Proposed FLC1 Hours by Functional Area (i.e. Maintenance, Supply, and Transportation), the Government will:

M.3.2.1.2(a)(1) IAW L.5.2.1.1(c)(6)(ix), using the Microsoft Excel formula "=ROUND(number,num_digits)", round each FTE not entered by the Offeror to the nearest hundredth decimal (two decimal places to the right of the whole number) and

M.3.2.1.2(a)(2) Multiply the rounded number of proposed FLC1 FTEs for all FLC1 Labor Categories by the applicable Offeror-provided number of hours per year by employee type for Option Periods 1-4.

M.3.2.1.2(b) If the FLC1 hours contained in the Offeror's Attachment 0002: Staffing/Labor Mix are not equal to or greater than the minimum FLC1 hours for each Functional Area (i.e., Maintenance, Supply, Transportation) identified in Exhibit A TD-01 Workload, the Offeror's proposal shall be rendered non-compliant and will not be evaluated nor further considered for award. The Offeror must satisfy the minimum FLC1 hours requirement as stated in this RFP without exception.

M.3.2.1.2(c) If the FLC1 hours calculated from the Offeror's Attachment 0002: Staffing/Labor Mix are equal to or are greater than: Maintenance: 300,672, Supply: 599,488, and Transportation: 464,000 as provided in Exhibit A TD-01 Workload, the proposal will be eligible for further consideration and will be moved to STEP 1 of the evaluation process if all other compliance requirements in Section L and paragraphs a. and b. above are met.

M.3.2.2 Only Offerors whose proposals are determined to be compliant will move to Step 1 of the evaluation process.

M.4 EVALUATION METHODOLOGY:

M.4.1 This is a competitive best value source selection in which competing Offerors will be evaluated against four evaluation factors: Technical, Past Performance, Cost/Price, and Small Business Participation. The Government will evaluate the Technical Factor on an Acceptable/Unacceptable basis. Technical tradeoffs will not be made and no additional credit will be given for exceeding acceptability. The Past Performance Factor will be evaluated using a qualitative assessment by assigning confidence ratings. Cost/Price will be an evaluated factor; however it will not be rated. The Government will evaluate the Small Business Participation Factor on an Acceptable/Unacceptable basis. Small Business participation tradeoffs will not be made and no additional credit will be given for exceeding acceptability. The Past Performance Factor is significantly more important than the Cost/Price Factor and Small Business Participation Factor. All non-cost factors, when combined, are significantly more important than the Cost/Price Factor. Award will be made to the responsible Offeror with the lowest evaluated (fair and reasonable) priced proposal that is determined Technically Acceptable with Substantial Confidence in Past Performance and an Acceptable rating in Small Business Participation. The Government will pursue the following evaluation approach in support of an award decision:

STEP 1: Technical Factor Evaluations. The Technical Volumes will be evaluated on an Acceptable/Unacceptable basis IAW the criteria detailed in "EVALUATION CRITERIA" in Section M.5 below. The Government will evaluate the Technical proposals of the first five (5) or 20% of the lowest total proposed priced compliant offers against the technical evaluation criteria. The Technical evaluations will

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continue until five (5) or 20% of the proposals (whichever is greater) are determined to be technically acceptable. Note that only five (5) or 20% (whichever is greater) of the proposals will move to Step 2. However, if the Government receives less than five (5) proposals, all proposals will be evaluated and all proposals found technically acceptable will move to Step 2. Additionally, the Government reserves the right to conduct discussions IAW M.4.4 as set forth below if the Contracting Officer determines that discussions would be advantageous to the Government.

STEP 2: Past Performance Factor, Cost/Price Factor, and Small Business Participation Factor Evaluations. The lowest three (3) total proposed price (labeled as Total Proposed Price in Attachment 0005 Cost/Price Matrix) compliant proposals that are determined Technically Acceptable at Step 1 will be evaluated for Past Performance, Cost/Price, and Small Business Participation IAW the criteria detailed in Section M.5 below.

a. The Past Performance Factor will be evaluated using a qualitative assessment by assigning confidence ratings.

b. The Cost/Price Factor will be evaluated for cost realism and price reasonableness. It will not be assigned a rating.

c. The Small Business Participation Factor will be evaluated on an Acceptable/Unacceptable basis IAW the criteria detailed in "EVALUATION CRITERIA" in Section M.5 below. If the Government receives no Acceptable proposals, the Government reserves the right to conduct discussions IAW M.4.4 as set forth below.

d. All proposals which are determined to have Substantial Confidence in Past Performance, an Acceptable rating in Small Business Participation, with a realistic cost and a fair and reasonable evaluated price, will move to Step 3.

e. If there are less than two (2) proposals found to have both a Substantial Confidence rating in past Performance and Acceptable rating in Small Business Participation, with a realistic cost and a fair and reasonable evaluated price, the Government will then complete the strict compliance review of the next lowest total proposed priced proposal(s) IAW paragraph M.3 and will proceed to Step 1 to evaluate technical acceptability until there are five (5) or 20% (whichever is greater) proposals eligible to receive an award. [Note: If there are no additional technical proposals left to evaluate at Step 1, the Government may proceed as indicated in M.4.4 below.]

f. The Government reserves the right to simultaneously evaluate Technical, Past Performance (if applicable), Small Business Participation (if applicable), and Cost/Price proposals.

STEP 3: As stated in M.1.1, the Government will make an award to the responsible Offeror (IAW FAR 9.1) whose proposal complies with the RFP requirements and is determined to be the lowest total evaluated priced proposal that is determined to be Technically Acceptable with Substantial Confidence in Past Performance and an Acceptable rating in Small Business Participation. However, if all Offerors were assessed to have other than Substantial Confidence in Past Performance, the Government reserves the right to award to an Offeror with other than a Substantial Confidence rating in Past Performance. In that event, the Source Selection Authority will consider all factors and make a best value award decision.

M.4.2 Proposals shall be subject to evaluation by a team of Government personnel. Contents of written proposals and written responses to Evaluation Notices (if applicable) will be evaluated to determine the degree and extent to which the requirements set forth in the RFP are satisfied. No assumptions will be made by Government evaluators regarding areas not defined in the Offeror's written proposal. A proposal is presumed to represent the Offeror's best efforts to respond to the RFP. A proposal will be evaluated to determine whether it contains adequately detailed information that complies with the solicitation requirements and affirmatively demonstrates the merits of the Offeror's proposal. The proposal must clearly and unambiguously reflect the Offeror's intended approach and establish cost credibility. Any inconsistency, whether real or apparent, between promised performance and proposed cost must be adequately explained in the proposal. An offeror's failure to adequately explain an inconsistency between promised performance and cost may result in a finding of Technical Unacceptability or a finding that a proposed cost is unrealistic for the work to be performed.

M.4.3 Prior to award, the Government shall make an affirmative determination of responsibility for the apparent successful Offeror IAW FAR 9.1.

M.4.4 Discussions

M.4.4.1 The Government intends to award without discussions with respective Offerors. IF AND ONLY IF discussions are conducted, upon completion of the Technical Factor evaluations, the Government will make a subsequent competitive range determination, IAW FAR 15.306, based on the final ratings of each Technical proposal against the Technical Factor evaluation criteria. Only Offerors determined Technically Acceptable will remain in this subsequent competitive range and proceed to the Past Performance, Cost/Price, and Small Business Participation evaluations identified in STEP 2 above.

M.4.4.2 IF AND ONLY IF discussions are conducted in Step 2, upon completion of the Past Performance Factor and Cost/Price Factor evaluations, the Government will make a competitive range determination, IAW FAR 15.306. The Past Performance Factor will be evaluated using a qualitative assessment by assigning confidence ratings. The Cost/Price Factor will be evaluated for price reasonableness and

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cost realism, but it will not be assigned an adjectival rating. Only highly rated proposals or proposals not requiring a major rewrite will remain in the competitive range. Discussions will be held with all Offerors remaining in the competitive range.

M.4.4.3 Definitions:

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.

Significant Weakness: A flaw that appreciably increases the risk of unsuccessful contract performance.

Uncertainty is any aspect of a non-cost/price factor proposal for which the intent of the offer is unclear (e.g. more than one way to interpret the offer or inconsistencies in the proposal indicating that there may have been an error, omission, or mistake).

M.5 EVALUATION CRITERIA:

M.5.1 Technical Factor:

The Government will evaluate the Technical Factor on an overall Acceptable/Unacceptable basis against all of the listed criteria identified in L.5.2 and M.5.1. In order to receive an overall Acceptable rating under the Technical Factor, an Acceptable rating must be received on all of the following element:

M.5.1(a) Staffing and Management Plan (SMP)

M.5.1.1 Technical Factor Rating: The Technical Factor ratings and definitions are as follows:

Acceptable: The proposal clearly meets the minimum requirements of the RFP.

Unacceptable: The proposal does not clearly meet the minimum requirements of the RFP.

An Offeror must be Technically Acceptable in order to be considered for award. Offers determined Technically Unacceptable will not be considered for award.

M.5.1.2 Staffing and Management Plan (SMP): The Government will evaluate the Offeror's SMP to determine if the Offeror's proposal adequately details a realistic and feasible approach to delivering services required in the PWS, provided Exhibits, and Attachments (including the necessary duty descriptions for any labor categories proposed on Attachment 0002 that are not found within the CBA, SCA Directory of Occupations (5th Edition), or Exhibit A, TD-06 Key & Specified Non-Key Positions) and is adequately supported by the approach identified in the Offeror's Attachment 0002, Staffing/Labor Mix. The SMP will be evaluated for the following elements:

M.5.1.2(a) Offeror adequately demonstrates its ability to properly staff/organize the required effort by providing a realistic approach to creating its management structure from general staff oversight by first line supervisors through its company headquarters management. Offeror's management structure demonstrates a clear understanding of the requirements related to executing the program by proposing adequate management and supervision of the effort.

M.5.1.2(a)(1) Offeror adequately proposes the required on-site firm fixed price labor categories and number of FTEs for this task order as outlined in Exhibit A TD-06 Key & Specified Non-Key Positions and as pre-populated in the Attachment 0002.

M.5.1.2(b) Organizational Diagram: The Government will evaluate the Offeror's Organizational Diagram to determine if it depicts a realistic comprehensive organizational overview based on the following:

M.5.1.2(b)(1) Adequately identifies the tasks to be performed by the Offeror and all proposed subcontractor(s) (if applicable) as identified on the Offeror's Teaming Matrix (Attachment 0005, Tab 2).

M.5.1.2(b)(2) Adequately identifies all of the command and control relationships among the Offeror and all proposed subcontractor(s) (if applicable) as identified on the Offeror's Teaming Matrix (Attachment 0005, Tab 2). Adequately identifies leadership positions (e.g., team leads, foremen, supervisors, deputies, managers) responsible for performing successful oversight of each of the primary tasks areas identified in Section C-5 of the PWS. FTE Counts are not required and will not be evaluated as part of the Organizational Diagram.

M.5.1.2(c) Staffing/Labor Mix (Attachment 0002: Staffing/Labor Mix): The Government will evaluate the Offeror's staffing approach to determine if the Offeror's proposed staffing solution meets the following criteria:

Note: For Technical evaluation purposes only, the Government will utilize the labor category definitions provided in the Attachment 0008 Collective Bargaining Agreement (CBA), SCA Directory of Occupations (5th Edition) and TD-06 Key & Specified Non-Key Positions, or Offeror provided definitions to determine if the proposed labor category is consistent with the task(s) proposed. A cross-walk between

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the CBA and the SCA is provided in Attachment 0016.

M.5.1.2(c)(1) Demonstrates an adequate understanding of the effort by providing appropriate staffing that is realistic and feasible to successfully perform the specific workload requirements in Exhibit A TD-01 Workload and the PWS requirements identified therein. Staffing levels support the provided workload requirements for both the base period and option periods (fully operational capable 12-month / 365 day periods).

Note: For Technical evaluation purposes only, the Government will utilize the labor category definitions provided in Attachment 0008 Collective Bargaining Agreement (CBA) (if any provided), the SCA Directory of Occupations (5th Edition), TD-06 (Key & Specified Non-Key Positions), and/or the SMP narrative (for proposed "Exempt" positions not otherwise found in TD-06, or for additional explanation provided for "Non-Exempt" positions) to determine the skill set / skill level being proposed and to determine whether the proposed laborer can perform the required task(s). A cross-walk between the CBA and the SCA is provided in Attachment 0016 to aid in determining applicable skill sets.

It is further noted that the inclusion of only some of the PWS paragraphs in Exhibit A (TD-01 Workload) was for Technical evaluation purposes only. During contract execution, compliance with all PWS requirements is expected and required.

M.5.1.2(c)(2) Properly proposes and identifies the required Key and Specified Non-Key positions as instructed at L.5.2.1.1(c)(6)(i).

M.5.2 Past Performance Factor:

M.5.2(a) Past performance information is evaluated as a predictor of future contract performance. The Government will assess the degree of confidence it has in the expectation that the Offeror will successfully complete the requirements IAW the contract terms based on the Offeror's demonstrated record of recent and relevant performance.

M.5.2(b) Definitions:

M.5.2(b)(1) The definitions in L.5.3.1.1 apply to this section.

M.5.2.1 The Government will assess the contract references provided in the Offeror's task order proposal to date, and other information available from sources other than those identified by the Offeror, against the past performance evaluation criteria set forth below. The Government will include in its past performance evaluation the Offeror and any proposed Subcontractor that is expected to perform 20% or more of the total value of column G in the Offeror's Teaming Matrix (Attachment 0005, Tab 2) for this effort. For Offerors that are Joint Ventures (JV), the Government will evaluate both the past performance of the JV itself as well as the past performance of each individual JV partner. Additionally any subcontractor performing a critical performance task will receive a past performance evaluation. The Government will confirm a proposed Subcontractor is expected to perform 20% or more of the total value by referring to column G of the Offeror's Teaming Matrix (Attachment 0005, Tab 2). For purposes of this RFP, the tasks which are considered critical are Ammunition Supply Point (ASP) (PWS Paragraph 5.22). The Government will confirm a proposed Subcontractor is expected to perform critical task areas by referring to column J of the Offeror's Teaming Matrix (Attachment 0005, Tab 2).

M.5.2.2 An Offeror's past performance record will be assessed to determine its Past Performance Confidence Assessment Rating. For Offerors that are Joint Ventures (JV), the past performance confidence assessment will include both the JV entity's past performance as well as the past performance of each individual JV partner. If an Offeror proposes the use of Subcontractors the Offeror's past performance record will be assessed in its totality to determine the Offeror's past performance rating. The Government may take any of the following into consideration when determining an Offeror's past performance confidence assessment rating:

M.5.2.2(a) The specific functional areas (Maintenance, Transportation, Supply) the Offeror or its Subcontractor(s) have performed as reflected by their respective past performance history, and the functional areas to be performed on the task order requirement by the Offeror or its Subcontractor(s).

M.5.2.2(b) The specific critical performance task of ASP the Offeror or its Subcontractor(s) have performed as reflected by their respective past performance history, and the ASP tasks to be performed on the task order requirement by the Offeror or its Subcontractor(s).

M.5.2.2(c) The Offeror's or its Subcontractor(s) overall percentage of participation for this task order requirement.

M.5.2.2(d) The Offeror's, and/or its Subcontractor(s)' performance details and ratings received in Past Performance Questionnaires (PPQs), as well as the Past Performance Information Retrieval System (PPIRS), which includes both the Contractor Performance Assessment Reporting System (CPARS) and the Federal Performance and Integrity Information System (FAPPIIS). CPARS and PPQs will be utilized to assess a contractor's performance in the areas of Quality of Service, Schedule, Cost Control, Management, and Utilization of Small Business. The areas of Quality of Service, Schedule, and Cost Control, and Management are more important than the Utilization of Small Business.

M.5.2.3 In evaluating performance history, the Government may review the Offeror's and/or its Subcontractor(s)' current and prior performance record of complying with all aspects of its contractual agreement

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M.5.2.4 In conducting the past performance evaluation, the Government may use information obtained from other sources, or may use information with regard to other contracts performed by the Offeror, and/or its Subcontractor(s) of which it has knowledge, whether or not those contracts are disclosed to the Government by the Offeror. It may also use any past performance that occurs after the RFP closing date and prior to award. The Government is not required to interview all points of contact identified by Offerors.

M.5.2.5 The Government may consider the recency, relevancy, source and context of the past performance information it evaluates, as well as general trends in performance, and demonstrated corrective actions. A significant achievement, problem, problem resolution or lack of relevant data in any element can become an important consideration in the assessment process. An adverse finding in any element or a lack of relevant data in regards to a performance issue may result in an overall lower confidence assessment rating.

M.5.2.6 The Government may also consider past performance information regarding predecessor companies. Past performance for parent/sister companies or other corporate entities may be evaluated only if these companies or entities are listed as subcontractors on the Offeror's Teaming Matrix (Attachment 0005, Tab 2) and are expected to perform 20% or more of the total value of column F in the Offeror's Teaming Matrix (Attachment 0005, Tab 2) or who are expected to perform a critical performance task.

M.5.2.7 Recency. Recency, as it pertains to past performance information, is a measure of the time that has elapsed since the past performance reference occurred. Recency is generally expressed as a time period during which past performance references are considered relevant. For the purpose of this requirement, recency is any contract under which any performance, delivery, or corrective action has occurred within the following time standards: three (3) years prior to this RFP closing date, regardless of the award date.

M.5.2.8 Relevancy. The relevancy of the past performance information will be evaluated as follows:

M.5.2.8(a) Relevant: Present/past performance effort involved similar scope and magnitude of effort and complexities this RFP requires.

M.5.2.8(b) Not Relevant: Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this RFP requires

M.5.2.8(c) In order to determine if a reference is relevant, the reference must meet the scope, magnitude, and complexity requirements as detailed below.

M.5.2.8(c)(1) In order to determine if a reference is similar in scope to the Ft. Benning Task Order, the reference must have demonstrated similar experience, to the Fort Benning PWS Attachment 0001, in at least one of the following functional areas:

M.5.2.8(c)(1)(i) Maintenance

M.5.2.8(c)(1)(ii) Supply

M.5.2.8(c)(1)(iii) Transportation

M.5.2.8(c)(2) In order to determine if a reference is similar in magnitude and complexity to the Ft. Benning Task Order, the Annual Average Dollar Value (AADV) must meet or exceed the minimum level of relevant experience identified below:

Maintenance: Offeror Reference - \$9M average annually; Subcontractor performing 20% or more of the total estimated dollar value, as found in Column G of the Offerors Attachment 0005, Tab 2 - Teaming Matrix - \$1.8M average annually.

Supply: Offeror Reference - \$15M average annually; Subcontractor performing 20% or more of the total estimated dollar value, as found in Column G of the Offerors Attachment 0005, Tab 2 - Teaming Matrix - \$3M average annually.

Transportation: Offeror Reference - \$10M average annually; Subcontractor performing 20% or more of the total estimated dollar value, as found in Column G of the Offerors Attachment 0005, Tab 2 - Teaming Matrix - \$2M average annually.

Total: Offeror Reference \$34M average annually; Subcontractor Reference \$6.8M average annually

M.5.2.8(c)(3) When reviewing contract references for magnitude and complexity, the evaluator will determine the relevant functional areas contained in a contract reference and apply the minimum applicable threshold. For example, if all three functional areas apply to the Offeror's contract reference, the average annual dollar value must be at least \$34M for a Prime reference and \$6.8M for a Subcontractor reference to be determined similar in magnitude and complexity. If the Maintenance and Supply functional areas apply to the Offeror's contract reference, the average annual dollar value must be at least \$24M for a Prime reference and \$4.8M for a Subcontractor reference to be determined similar in magnitude and complexity.

M.5.2.8(c)(3)(i) Please note that for Joint Ventures (JVs), Past Performance references need not be performed by the JV itself. References for efforts performed by one or more of the entities comprising the JV, that are otherwise determined as recent and relevant, will be considered when evaluating the JV's past performance. In determining relevancy the reference must meet the thresholds for magnitude and complexity applicable for the Offeror.

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M.5.2.9 Performance Confidence. Based on an assessment of all of the recent, relevant past performance information identified, the Government will determine an overall confidence rating for the Offeror. The overall confidence rating will be determined using the rating definitions below and will be based on the Offeror's and Subcontractor(s)' (who are expected to perform 20% or more of the total value for this effort or who are expected to perform a critical performance task) recent/relevant performance record and the Government's expectation that the Offeror will successfully perform the required effort. When determining the confidence assessment, consideration will be given to the depth and breadth of the Offeror's and Subcontractor(s) demonstrated recent/relevant experience.

M.5.2.9(a) Substantial Confidence: Based on the Offeror's recent/relevant performance record, the Government has a high expectation that the Offeror will successfully perform the required effort.

M.5.2.9(b) Satisfactory Confidence: Based on the Offeror's recent/relevant performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort.

M.5.2.9(c) Limited Confidence: Based on the Offeror's recent/relevant performance record, the Government has a low expectation that the Offeror will successfully perform the required effort.

M.5.2.9(d) No Confidence: Based on the Offeror's recent/relevant performance record, the Government has no expectation that the Offeror will be able to successfully perform the required effort.

M.5.2.9(e) Unknown Confidence (Neutral): 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.

M.5.3 Cost/Price Factor:

M.5.3.1 The total evaluated price will be the total of the Offeror's submitted cost/price proposal as detailed in Attachment 0005 Cost Price Matrix plus any Government identified probable cost adjustments as determined IAW FAR 15.404-1(d) Cost Realism Analysis. Price analysis shall be used to determine price reasonableness for the Firm Fixed Price CLINs. Cost/Price proposals will not be assigned an adjectival rating. The proposal will be evaluated IAW FAR 15.404-1, Proposal Analysis Techniques.

M.5.3.2 Cost Realism Analysis. Cost Realism is the process of independently reviewing and evaluating specific elements of the Offeror's proposed cost elements to determine the following: whether the estimated proposed cost elements are realistic for the work to be performed; whether the proposed cost elements reflect a clear understanding of the requirements; and whether the proposed cost elements are consistent with the unique methods of performance described in the Technical Proposal. Cost realism analysis shall be performed on cost reimbursement contracts to determine the probable cost of performance for each Offeror. The probable cost may differ from the proposed cost and should reflect the Government's best estimate of the cost of any contract that is likely to result from the Offeror's proposal.

M.5.3.2.1 The Government will evaluate proposals for Cost Realism. Offerors are cautioned that the Government has concerns with the potential for post-award performance problems if Offerors propose unrealistically low costs. Therefore, the Government reserves the option of rejecting a proposal if, in the exercise of its judgment, it determines that an Offeror's cost proposal is unrealistically low, regardless of technical merit and/or evaluated costs. The magnitude of any necessary and appropriate most probable cost (MPC) adjustments may be taken into consideration. For example, if as a result of the Cost Realism analysis it becomes clear to the Government that any necessary upward MPC adjustments are so substantial that they present an unacceptable risk (notwithstanding an assessed rating of acceptable under the technical factor), the proposal may be rejected and not further considered for award. Therefore, failure of the Offeror to establish the credibility of its proposed costs may result in a MPC adjustment being made to the costs proposed, and/or the proposal being rejected as unrealistically low and not further considered for award.

M.5.3.3 Capped Rates.

M.5.3.3(a) Indirect Rates: If the Offeror's or Subcontractor(s)' proposals include indirect expense rates not fully supported, those rates will be capped at the proposed rates for evaluation purposes and for the life of the requirements task order (52.216-21). By submitting a proposal for this task order, the Offeror and Subcontractor(s) understand and accept that the Government will cap any indirect expense rates not fully supported at the proposed rates. As stated in L.4.1.2, an Offeror or Subcontractor that takes exception to this requirement will be deemed unacceptable and will not be further considered for award. The Offeror and Subcontractor capped rates will be included in the contract award for the life of the requirements task order (52.216-21).

M.5.3.3(b) Fee Rates: The Offeror's and Subcontractor(s)' fee rate(s) will be capped as proposed for the life of this task order contract, including any additional workload outside the original estimate pursuant to the Requirements clause FAR 52.216-21. The Offeror's and Subcontractor(s)' FEE rates will be CAPPED as proposed and included in the contract award terms and conditions for implementation any time during the life of this requirements task order (52.216-21) when a change order is necessary for modification of the requirements.

M.5.3.4 Subcontractor Proposal Consistency. If a Subcontractor(s) detailed cost proposal differs from the pricing that the Offeror

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includes in its proposal, the Subcontractor(s) detailed cost proposal will take precedence and may result in an adjustment to the Offeror's proposal.

M.5.3.5 Evaluation of Option to Extend Services. As part of the price evaluation, the Government will evaluate the Option to Extend Services under FAR Clause 52.217-8 by adding one-half of the Offeror's final option period price to the Offeror's total price. Therefore, the Offeror's total evaluated price will include the prices for the base period, first option period, second option period, third option period, fourth option period, plus one-half of the fourth option period price.

M.5.3.6 The Government will review the Offeror and Subcontractors cross-walk(s) of all proposed labor categories subject to the SCA and/or CBA to the corresponding labor categories and/or occupation codes in either the Attachment 0007: Department of Labor Wage Determination (DOL WD) or the Attachment 0008: Collective Bargaining Agreement (CBA) to ensure proposed labor rates are IAW the SCA and/or CBA. Additionally, the Government will review the Offeror and Subcontractor's cost proposal to ensure compliance with the fringe benefit(s) (total compensation package) identified in Attachment 0007 & 0008.

M.5.3.7 Unbalanced Pricing. As part of the cost/price evaluation, proposals will be reviewed to identify any potential Unbalanced Pricing. IAW FAR 15.404-1(g), Unbalanced Pricing, a proposal may be rejected if the Contracting Officer determines the lack of balance poses an unacceptable risk to the Government.

M.5.3.8 Sources. The methods of evaluation noted above may include the use of information from sources such as, but not limited to, the DCAA and the DCMA.

M.5.3.9 The clause FAR 52.219-4 (Notice of Price Evaluation Preference for HUBZone Small Business Concerns) is applicable to the services portion of this acquisition. IAW paragraph (b)(1) of the clause, subject to specified conditions, a 10% price adjustment will be applied to the total evaluated price of those competing Offerors that do not qualify for the price evaluation preference. Note: Under (d)(1) of the clause, an eligible HUBZone Offeror must propose that at least 50% of the cost of personnel for contract performance will be spent for its employees or employees of other HUBZone Small Business (SB) concerns.

If there is a HUBZone SB concern Offeror that meets the eligibility criteria and has not waived the adjustment, it will not be subject to the price adjustment. For Offerors that have waived the adjustment or do not meet the criteria above and are thus subject to application of the adjustment, the price adjustment will be applied IAW paragraph (b)(2) of the clause to the total evaluated price.

M.5.4 Small Business Participation. THIS REQUIREMENT APPLIES TO OTHER THAN SMALL BUSINESS OFFERORS ONLY. SMALL BUSINESS OFFERORS WILL BE GIVEN AN ACCEPTABLE RATING FOR SMALL BUSINESS PARTICIPATION.

M.5.4.1 Small Business Participation is evaluated in order to support the Government policy that Small Businesses be provided maximum practicable opportunities in Government acquisitions. The Government will evaluate the degree to which the Offeror's Small Business Participation Plan demonstrates the Offeror's commitment to maximizing opportunities for small businesses. The Government will consider both the degree to which an Offeror meets or exceeds any single socio-economic category, as well as the number of socio-economic categories that an Offeror meets or exceeds. The Government will consider two areas:

M.5.4.1(a) Proposed Small Business Participation

M.5.4.1(b) Commitment to Small Business

M.5.4.2 Definitions: The definitions in L.5.5.2 apply to this section.

M.5.4.3 The Government has established the following goals for this procurement, based on "Total Contract Value" as defined in L.5.5.2.4:

- Small Business (SB) ____39%____
- Small Disadvantaged Business (SDB) ____5%____
- Women Owned Small Business (WOSB) ____5%____
- HUBZone-Certified Small Business (HUBZone) ____3%____
- Veteran-Owned Small Business (VOSB) ____3%____
- Service-Disabled Veteran-Owned Small Business (SDVOSB) ____3%____

M.5.4.3.1 The Offeror's proposed percentage of participation (goals) identified in its Attachment 0014 Small Business Participation Plan will be evaluated against the Governments objective for each socio-economic category. The proposed plan will also be evaluated on the extent of participation for multiple socio-economic categories. In addition, the proposed plan will be evaluated with regard to the percentage of total dollars going to Small Businesses. If the Offeror's Small Business goal does not meet or exceed 39% based on Total Contract Value, the Government will determine the proposal unacceptable. If the Offeror's goals do not meet or exceed the Governments objective for the SDB, WOSB, HUBZone, VOSB, or SDVOSB categories, the Government will evaluate the Offeror's explanation as to why those goals cannot be met.

M.5.4.3.2 The Government will evaluate the Offeror's written statement of its established procedures for timely payments to small

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business subcontractors IAW FAR 52.219-8, Utilization of Small Business Concerns for those recent contracts for which it was required. If the Offeror states it has no historical information, the proposal will be evaluated without regard to this paragraph.

M.5.4.3.2.1 The Government will evaluate the Offeror's compliance with reporting requirements on Individual Subcontracting Reports (ISRs) and achievement on each goal stated within the subcontracting plan as reported on each ISR, IAW FAR 52.219-9, Small Business subcontracting Plan for those recent contracts under which it was required. If the Offeror states it has no historical information, the proposal will be evaluated without regard to this paragraph.

M.5.4.3.2.2 The Government will develop one overall Small Business Participation rating for the Offeror based on the evaluation criteria described below. Offerors will be evaluated on an Acceptable/Unacceptable basis. An Offeror must receive an acceptable rating for the Small Business Participation Factor in order to be considered for award. Offers receiving an unacceptable rating for the Small Business Participation Factor will not be considered for award.

NOTE: If an Offeror provided documentation that states it does not have any historical information, M.5.4.3.2.1(g) through M.5.4.3.2.2.1(h) and M.5.4.3.2.3(g) through M.5.4.3.2.3(h) do not apply.

M.5.4.3.2.2.1 Acceptable: Proposal meets requirements and indicates an adequate approach and understanding of the requirements based on the following:

- M.5.4.3.2.2.1(a) The Offeror's proposal meets or exceeds the Small Business goal of 39%; and
- M.5.4.3.2.2.1(b) The Offeror's proposal meets or exceeds the SDB goal of 5% or provided a reasonable rationale as to why this goal cannot be met; and
- M.5.4.3.2.2.1(c) The Offeror's proposal meets or exceeds the WOSB goal of 5% or provided a reasonable rationale as to why this goal cannot be met; and
- M.5.4.3.2.2.1(d) The Offeror's proposal meets or exceeds the HUBZone goal of 3% or provided a reasonable rationale as to why this goal cannot be met; and
- M.5.4.3.2.2.1(e) The Offeror's proposal meets or exceeds the VOSB goal of 3% or provided a reasonable rationale as to why this goal cannot be met; and
- M.5.4.3.2.2.1(f) The Offeror's proposal meets or exceeds the SDVOSB goal of 3% or provided a reasonable rationale as to why this goal cannot be met; and
- M.5.4.3.2.2.1(g) The Offeror's proposal provided documentation of procedures in place to ensure timely payment to subcontractors; and
- M.5.4.3.2.2.1(h) The Offeror's proposal provided documentation showing its compliance with reporting requirements and achievement on each goal as reported on each ISR or has provided a reasonable rationale as to why it didn't comply or as to why each individual goal was not met.

M.5.4.3.2.3 Unacceptable: Proposal does not meet the requirements and is ineligible for award such that:

- M.5.4.3.2.3(a) The Offeror's proposal does not meet or exceed the Small Business goal of 39%; or
- M.5.4.3.2.3(b) The Offeror's proposal does not meet or exceed the SDB goal of 5% and has not provided a reasonable rationale as to why this goal cannot be met; or
- M.5.4.3.2.3(c) The Offeror's proposal does not meet or exceed the WOSB goal of 5% and has not provided a reasonable rationale as to why this goal cannot be met; or
- M.5.4.3.2.3(d) The Offeror's proposal does not meet or exceed the HUBZone goal of 3% and has not provided a reasonable rationale as to why this goal cannot be met; or
- M.5.4.3.2.3(e) The Offeror's proposal does not meet or exceed the VOSB goal of 3% and has not provided a reasonable rationale as to why this goal cannot be met; or
- M.5.4.3.2.3(f) The Offeror's proposal does not meet or exceed the SDVOSB goal of 3% and has not provided a reasonable rationale as to why this goal cannot be met; or
- M.5.4.3.2.3(g) The Offeror's proposal has not provided documentation of procedures in place to ensure timely payment to subcontractors; or
- M.5.4.3.2.3(h) The Offeror's proposal has not provided documentation showing compliance with reporting requirements and has not provided

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documentation showing its small business goals were met or exceeded for each recent reference and has not provided a reasonable rationale as to why each individual goal was not met.

*** END OF NARRATIVE M0001 ***