

<b>SOLICITATION, OFFER AND AWARD</b>		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA6	Page of Pages 1 66
2. Contract Number	3. Solicitation Number W52P1J-18-R-0033	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)	5. Date Issued 2018April27	6. Requisition/Purchase Number SEE SCHEDULE	
7. Issued By ARMY CONTRACTING COMMAND - RI CCRC-VE 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 12:00PM (hour) local time 2018May29 (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 ██████████	B. Telephone (No Collect Calls)		C. E-mail Address ██████████
		Area Code	Number	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)
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15B. Telephone Number Area Code   Number   Ext.	15C. Check if Remittance Address is <input type="checkbox"/> Different From Above - Enter such Address In Schedule	17. Signature	18. Offer Date
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**AWARD (To be completed by Government)**

19. Accepted As To Items Numbered	20. Amount	21. Accounting And Appropriation
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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
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24. Administered By (If other than Item 7) Code	25. Payment Will Be Made By Code
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26. Name of Contracting Officer (Type or Print)	27. United States Of America  (Signature of Contracting Officer)	28. Award Date
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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**Name of Offeror or Contractor:**

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: [REDACTED]  
Buyer Office Symbol/Telephone Number: CCRC-VE/(309) [REDACTED]  
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 Detroit Arsenal, MI has a requirement for logistics support services, including maintenance, supply, and transportation support.

A.2 This is the official RFP and supporting documentation for the Detroit Arsenal, MI 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 a small business set-aside and will be competed among those Offerors that hold an EAGLE Program BOA who can certify small business status under North American Industry Classification System (NAICS) Code 561210 by the closing date of this RFP.

At the conclusion of evaluations, the Government will advise the SBA Servicing District Office of the apparent successful Offeror. The SBA Servicing District Office will confirm the eligibility of the apparent successful Offeror to receive the contract award.

This RFP will result in a Cost Plus Fixed Fee (CPFF) Task Order with one (1) 12 month base period, to include a 60 day transition-in period, and four (4) 1-year options, for a total of five (5) years if all options are exercised. The evaluated option periods, which will be awarded at the Government's sole discretion, will be based on the Government's need and the performance of the contractor.

A.4 The period of performance for each Contract Line Item Number (CLIN) from Notice to Proceed (NTP) through 1826 Days after NTP is identified below:

CLIN SERVICE PERIOD OF PERFORMANCE:

Base Year (includes 60 day Transition-In): CLIN 0001 - 0008, NTP - 365 days after NTP

- Option Year 1: CLINs 1001 - 1008, 366 days after NTP - 731 days after NTP
- Option Year 2: CLINs 2001 - 2008, 731 days after NTP - 1096 days after NTP
- Option Year 3: CLINs 3001 - 3008, 1096 days after NTP - 1461 days after NTP
- Option Year 4: CLINs 4001 - 4008, 1462 days after NTP - 1826 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 60 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 60 day Transition period.

A.5 This Best Value / Lowest Price Technically Acceptable (LPTA) source selection process will include an evaluation of the following three (3) factors: (1) Technical, (2) Past Performance, and (3) Cost/Price. A Task Order award under this EAGLE competition will be made to the Offeror determined to be responsible (in accordance with (IAW) Federal Acquisition Regulation (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.

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 Accent Controls, Inc. under Task Order W52P1J-12-G-0050/0001.

A.8 FAR 52.219-14 Limitations on Subcontracting (JAN 2017): Offerors are put on notice that they are required to follow the requirements of FAR 52.219-14 - Limitations on Subcontracting as currently written. Until such time as the FAR is updated to reflect any regulation changes prescribed by Section 1651 of the National Defense Authorizations Act of FY 2013, Offerors must comply with the current FAR Clause as written.

A.9 Government Furnished Facilities and Equipment are identified in the Exhibits/Attachments in Section J of this RFP and identified in

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**Name of Offeror or Contractor:**

the Performance Work Statement (PWS).

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.

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), Lana Graw or Contract Specialist, Jacnita Combs, 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 TheFedBizOpps (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 NOT APPLICABLE

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 non-compliant. The proposal will not be further evaluated and will not be further considered for award.

A.19 PLEASE BE SURE TO REVIEW ALL DOCUMENTS AGAIN AS SOME HAVE CHANGED FROM WHEN THE DRAFT RFP WAS ISSUED.

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 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.22 The Estimated Total Contract Value (ETCV) is To be Determined (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.23 NOT APPLICABLE

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.

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>SERVICES LINE ITEM</u></p> <p>OFFERORS SHALL SUBMIT PRICES USING ATTACHMENT 0005 - COST/PRICE MATRIX</p> <p>BILLING INSTRUCTIONS FOR CLIN 0001-0006: The Contractor is authorized to bill IAW FAR 52.216-7(a)(1).</p> <p>(End of narrative B001)</p>				

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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 Offerors 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.

(j) Set-Asides

Per FAR 19.502-2(b)(1) and (2), the contracting officer shall set aside any acquisition over \$150,000 for small business participation when there is a reasonable expectation that offers will be obtained from at least two (2) responsible small business concerns and award will be made at a fair market price.

1) The determination whether a Task Order competition under the EAGLE program will be set aside for small businesses is based on the Governments estimated value of the Annual Requirement of the logistics effort.

2) Under the EAGLE program, it has been determined that for the requirements estimated at or below \$38.5M annually, there is a reasonable expectation that two (2) or more responsible small businesses will submit offers and will be capable of providing these services. As this requirement is estimated at or below \$38.5M annually, it has been set aside for small business participation, subject to the following:

- i. If two (2) or more proposals are not received from responsible small businesses with the capacity and capability to perform

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the requirement at a fair and reasonable price, the competition will be opened up to all contractors that have been determined acceptable in Step Two (BOA Holders).

ii. If the proposals are priced in excess of \$38.5M annually (notwithstanding the Governments estimate that the requirement would be at or below \$38.5M), the "Rule of 2" will still be applied, and if two (2) or more proposals are received from responsible, capable small businesses at a fair and reasonable price, the evaluation will proceed and the contract will be awarded in accordance with the evaluation terms of this Task Order. However, if two (2) or more proposals are not received from responsible small businesses with the capacity and capability to perform the requirement at a fair and reasonable price, the competition will be opened up to all BOA Holders.

(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 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.

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

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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 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 Detroit Arsenal, MI. 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.

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(b) Final invoice for the Transition-In CLIN shall be submitted no later than 7 days after the end of CLIN 0001s 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 Contractors (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 Government's 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 contract execution. In the event a rate(s) is capped, the following statements will be included in the award document, as applicable.

The following rate(s) is/are hereby capped from the Offeror's and/or Subcontractor(s) Cost/Price proposal dated TBD for the life of this task order:

Offeror's: TBD

Capped Rate(s): (Insert applicable capped rate(s) at TBD, i.e., Overhead, G&A, Business Unit Overhead)

Subcontractors(s) Name(s): TBD

Capped Rate(s): (Insert applicable capped rates(s), are capped as provided in proposal dated TBD.

(b) Fee Rates: Contractor name proposal dated TBD included a fee rate(s) of TBD 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 Detroit Arsenal, MI, 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 Detroit Arsenal, MI 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 2013. Contractors may direct questions to the help desk by clicking on Send an email which is



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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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## 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	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-6	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 9001-2008

(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)

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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) -- ALTERNATE I (APR 1984)	APR/1984
F-2	252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY	AUG/2012

**CONTINUATION SHEET****Reference No. of Document Being Continued**

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## SECTION G - CONTRACT ADMINISTRATION DATA

Regulatory Cite	Title	Date
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G-1	252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS	MAY/2013
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(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.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by 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.acquisition.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 must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

Use "2 in 1 (Services Only)" (2in1) for Firm Fixed Price Type CLINs

Use "Cost Voucher" (CV) for Cost Type CLINs

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

## DESTINATION

(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

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(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

N/A

(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) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

**G.1 BILLING INSTRUCTIONS FOR CLIN 0001-0006:**

The Contractor is authorized to bill 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 Contractor's 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 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 agreed to rate(s) and shall not submit invoice(s) containing rates other than those agreed to previously.

\*\*\* END OF NARRATIVE G0001 \*\*\*

**Name of Offeror or Contractor:**

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

## CONTRACTOR PERFORMANCE INFORMATION

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:

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.

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.

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.

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.

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.

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

## REQUIRED INSURANCE

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:

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
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/2016
I-14	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT/2016
I-15	52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL/2016
I-16	52.208-9	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES	MAY/2014
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	JUL/2013
I-19	52.210-1	MARKET RESEARCH	APR/2011
I-20	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-21	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	OCT/2010
I-22	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-23	52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG/2011
I-24	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT/2010
I-25	52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA--MODIFICATIONS	OCT/2010
I-26	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2010
I-27	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-28	52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT/2009
I-29	52.216-8	FIXED FEE	JUN/2011
I-30	52.216-26	PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION	DEC/2002
I-31	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV/2011
I-32	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	NOV/2016
I-33	52.219-13	NOTICE OF SET-ASIDE OF ORDERS	NOV/2011
I-34	52.219-14	LIMITATIONS ON SUBCONTRACTING	JAN/2017
I-35	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-36	52.222-3	CONVICT LABOR	JUN/2003
I-37	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS--OVERTIME COMPENSATION	MAY/2014
I-38	52.222-17	NONDISPLACEMENT OF QUALIFIED WORKERS	MAY/2014
I-39	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR/2015
I-40	52.222-26	EQUAL OPPORTUNITY	SEP/2016
I-41	52.222-37	EMPLOYMENT REPORTS ON VETERANS	FEB/2016
I-42	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-43	52.222-41	SERVICE CONTRACT LABOR STANDARDS	MAY/2014
I-44	52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	MAY/2014
I-45	52.222-50	COMBATING TRAFFICKING IN PERSONS	MAR/2015

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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	52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706	JAN/2017
I-49	52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS	SEP/2013
I-50	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY/2011
I-51	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-52	52.223-10	WASTE REDUCTION PROGRAM	MAY/2011
I-53	52.223-12	MAINTENANCE, SERVICE, REPAIR, OR DISPOSAL OF REFRIGERATION EQUIPMENT AND AIR CONDITIONERS	JUN/2016
I-54	52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS	DEC/2007
I-55	52.223-16	ACQUISITION OF EPEAT[supreg]-REGISTERED PERSONAL COMPUTER PRODUCTS (OCT 2015) -- ALTERNATE I (JUN 2014)	JUN/2014
I-56	52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS	MAY/2008
I-57	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-58	52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS	MAY/2011
I-59	52.224-1	PRIVACY ACT NOTIFICATION	APR/1984
I-60	52.224-2	PRIVACY ACT	APR/1984
I-61	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-62	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-63	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-64	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-65	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB/2013
I-66	52.232-1	PAYMENTS	APR/1984
I-67	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-68	52.232-11	EXTRAS	APR/1984
I-69	52.232-17	INTEREST	MAY/2014
I-70	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-71	52.232-20	LIMITATION OF COST	APR/1984
I-72	52.232-22	LIMITATION OF FUNDS	APR/1984
I-73	52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014) -- ALTERNATE I (APR 1984)	APR/1984
I-74	52.232-25	PROMPT PAYMENT (JAN 2017) - ALTERNATE I (FEB 2002)	FEB/2002
I-75	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	JUL/2013
I-76	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN/2013
I-77	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC/2013
I-78	52.233-1	DISPUTES	MAY/2014
I-79	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-80	52.233-3	PROTEST AFTER AWARD (AUG 1996) -- ALTERNATE I (JUN 1985)	JUN/1985
I-81	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-82	52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR/1984
I-83	52.237-3	CONTINUITY OF SERVICES	JAN/1991
I-84	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-85	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2014
I-86	52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN/1997
I-87	52.242-13	BANKRUPTCY	JUL/1995
I-88	52.243-1	CHANGES--FIXED PRICE (AUG 1987) -- ALTERNATE I (APR 1984)	APR/1984
I-89	52.243-2	CHANGES - COST-REIMBURSEMENT (AUG 1987) -- ALTERNATE I (APR 1984)	APR/1984
I-90	52.243-2	CHANGES - COST REIMBURSEMENT (AUG 1987) -- ALTERNATE II (APR 1984)	APR/1984
I-91	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-92	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	NOV/2017
I-93	52.245-1	GOVERNMENT PROPERTY	JAN/2017
I-94	52.245-9	USE AND CHARGES	APR/2012
I-95	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-96	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-97	52.248-1	VALUE ENGINEERING	OCT/2010
I-98	52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR/1984
I-99	52.249-6	TERMINATION (COST REIMBURSEMENT)	MAY/2004
I-100	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-101	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) -- ALTERNATE I (APR 1984)	APR/1984
I-102	52.249-14	EXCUSABLE DELAYS	APR/1984



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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	252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	DEC/2012
I-111	252.203-7004	DISPLAY OF HOTLINE POSTERS	OCT/2016
I-112	252.204-7000	DISCLOSURE OF INFORMATION	OCT/2016
I-113	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-114	252.204-7004	ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT	FEB/2014
I-115	252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	NOV/2001
I-116	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-117	252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING	OCT/2016
I-118	252.204-7015	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT	MAY/2016
I-119	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-120	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	OCT/2015
I-121	252.215-7000	PRICING ADJUSTMENTS	DEC/2012
I-122	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	DEC/2012
I-123	252.217-7028	OVER AND ABOVE WORK	DEC/1991
I-124	252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS	DEC/2010
I-125	252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
I-126	252.223-7003	CHANGE IN PLACE OF PERFORMANCE--AMMUNITION AND EXPLOSIVES	DEC/1991
I-127	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-128	252.223-7006	PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS--BASIC	SEP/2014
I-129	252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM	JUN/2013
I-130	252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION AFTER AWARD	OCT/2015
I-131	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	DEC/2017
I-132	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-133	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
I-134	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	DEC/2009
I-135	252.225-7030	RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE	DEC/2006
I-136	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
I-137	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-138	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-139	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-140	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-141	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	JUN/2013
I-142	252.242-7005	CONTRACTOR BUSINESS SYSTEMS	FEB/2012
I-143	252.242-7006	ACCOUNTING SYSTEM ADMINISTRATION	FEB/2012
I-144	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-145	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-146	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN/2013
I-147	252.244-7001	CONTRACTOR PURCHASING SYSTEM ADMINISTRATION--BASIC	MAY/2014
I-148	252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	APR/2012
I-149	252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY	DEC/2017
I-150	252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION	APR/2012
I-151	252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL	DEC/2017
I-152	252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES	JUN/2013
I-153	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA--BASIC	APR/2014
I-154	252.251-7000	ORDERING FROM GOVERNMENT SUPPLY SOURCES	AUG/2012
I-155	252.251-7001	USE OF INTERAGENCY FLEET MANAGEMENT SYSTEM (IFMS) VEHICLES AND RELATED SERVICES	DEC/1991
I-156	52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010) --	OCT/2010

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Regulatory Cite \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
ALTERNATE IV (OCT 2010)

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described in Section L.5.4 of the RFP.

(End of Clause)

I-157            52.216-7            ALLOWABLE COST AND PAYMENT            JUN/2013

(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

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(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 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.

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(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:

(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 [://www.whitehouse.gov/omb/procurement\\_index\\_exec\\_comp/](http://www.whitehouse.gov/omb/procurement_index_exec_comp/).

(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

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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 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 party's 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 Contractor's 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 Contractor's 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

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clauses of this contract, excluding, however, any expenses arising from the Contractors indemnification of the Government against patent liability.

(End of Clause)

I-158            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 September 30, 2023.

(End of Clause)

I-159            52.217-8            OPTION TO EXTEND SERVICES            NOV/1999

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within seven (7) days prior to the contract expiration date.

(End of Clause)

I-160            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 contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least seven (7) days prior to 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 (5) years.

(End of Clause)

I-161            52.222-2            PAYMENT FOR OVERTIME PREMIUMS            JUL/1990

**Name of Offeror or Contractor:**

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed zero 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-162            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)

I-163            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

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(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 any subcontract expected to perform in excess of 20% of the total value of the contract

(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;

(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).



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(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-164            52.247-1            COMMERCIAL BILL OF LADING NOTATIONS            FEB/2006

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the Detroit Arsenal and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

Transportation is for the Detroit Arsenal, MI and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. W52P1J-18-R-0033. This may be confirmed by contacting Army Contracting Command - Rock Island, 3055 Rodman Ave., Rock Island, IL 61299.

(End of Clause)

I-165            52.247-67            SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT            FEB/2006

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to

Army Contracting Command - Rock Island

3055 Rodman Avenue

Rock Island, IL 61299

(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

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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 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 April 2, 2018.

(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            OCT/2015  
(a) Definitions. As used in this clause--

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

"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

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(3) Does not restrict a Contractor from--

(i) Conducting an internal investigation; or

(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.

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(2) An internal control system.

(i) The Contractors internal control system shall--

(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)

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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), are incorporated by reference into the contract.

(End of clause)

I-169            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-170            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.

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(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)

I-171 52.222-35 EQUAL OPPORTUNITY FOR VETERANS

OCT/2015

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

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

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

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

(End of clause)

I-172 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

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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-173                      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)	

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(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 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-174                      52.252-2                      CLAUSES INCORPORATED BY REFERENCE                      FEB/1998

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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-175            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-176            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

_____	_____
_____	_____
_____	_____

(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

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	TE 1 M-S-T 001 MINIMUM FUNCTIONAL LABOR CATEGORY 1 HOURS	15-FEB-2018	004	
Exhibit B	TE 1G-001 DTA SUPPORTED ORGANIZATIONS	15-FEB-2018	001	
Exhibit C	TE 1G-002 CONTRACTOR EMPLOYEE INFORMATION (CDRL PM-01)	16-APR-2018	001	
Exhibit D	TE 1G-003 HOURS OF OPERATION	19-APR-2018	001	
Exhibit E	TE 1-G-005 KEY AND SPECIFIED NON KEY POSITIONS	19-APR-2018	004	
Exhibit F	TE 3G-001 GOVERNMENT FURNISHED FACILITIES	19-APR-2018	001	
Exhibit G	TE 3G-002 GOVERNMENT FURNISHED AND PROVIDED EQUIPMENT	15-FEB-2018	026	
Exhibit H	TE 3G-003 GENERAL SERVICES ADMINISTRATION (GSA) VEHICLE DENSITY LIST	19-APR-2018	001	
Exhibit J	TE 4G-001 INDIVIDUAL TOOL SAMPLE LISTING	19-APR-2018	001	
Exhibit K	TE 5M-001 MAINTENANCE DENSITY LIST	19-APR-2018	001	
Exhibit L	TE 5M-002 MONTHLY MAINTENANCE PERFORMANCE DATA (CDRL MMD-01)	15-FEB-2018	002	
Exhibit M	TE 5M-003 MONTHLY QUARTERLY SENSITIVE ITEMS INVENTORY REPORT	06-APR-2018	001	
Exhibit N	TE 1G-007 WORK BREAKDOWN BURN RATE REPORT (CDRL CD-02)	20-APR-2018	014	
Exhibit P	TE 1G-008 PMR BRIEFING FORMAT	15-FEB-2018	031	
Exhibit Q	TE 5S-001 CRP TURN IN STORAGE OPS REPORT (CDRL SS-01)	19-APR-2018	001	
Exhibit R	TE 5S-002 PACKING AND CRATING COST SUMMARY (CDRL SS-01)	19-APR-2018	001	
Exhibit S	TE 5S-004 NON AWC COST WORKSHEET (CDRL SS-01)	19-APR-2018	001	
Exhibit T	TE 5S-005 MATERIEL DELIVERY AND MOVEMENT SUMMARY (CDRL SS-01)	19-APR-2018	001	
Exhibit U	TE 5S-006 CAUSATIVE RESEARCH REPORT	15-FEB-2018	001	
Exhibit V	TE 5T-001 TRANSPORTATION STATISTICAL DATA REPORT (CDRL ITD-01)	19-APR-2018	002	
Exhibit W	TE 1G-006 QUICK GUIDE TO COMPLIANCE WITH SUSTAINABLE PROCUREMENT REQUIREMENT	01-JAN-2016	019	
Exhibit X	TE 5M-004 MOVEMENT SUPPORT WORKLOAD	19-APR-2018	001	
Exhibit Y	TE 5M-005 NON-EXPENDABLE PROPERTY DELIVERIES TO CUSTOMERS	19-APR-2018	001	
Exhibit Z	TE 5M-006 REPORT OF EXCESS	19-APR-2018	001	
Exhibit AA	TE 5S-007 COMMAND SUPPLY DISCIPLINE PROGRAM CHECKLIST	17-JUL-2015	020	
Exhibit AB	CD CDRLS	01-JAN-2001	002	
Exhibit AC	ITD CDRLS	01-JAN-2001	003	
Exhibit AD	MMD CDRLS	01-JAN-2001	003	
Exhibit AE	PM CDRLS	01-JAN-2001	026	
Exhibit AF	SS CDRLS	01-JAN-2001	003	
Attachment 0001	PERFORMANCE WORK STATEMENT	12-APR-2018	138	
Attachment 0002	STAFFING LABOR MIX	19-APR-2018	002	
Attachment 0003	PERFORMANCE QUESTIONNAIRE	19-APR-2018	001	
Attachment 0004	LETTER OF CONSENT	19-APR-2018	001	
Attachment 0005	COST/PRICE MATRIX (INCLUDING TEAMING MATRIX)	19-APR-2018	003	
Attachment 0006	PREAWARD SURVEY OF PROSPECTIVE CONTRACTOR ACCOUNTING SYSTEM CHECKLIST	15-FEB-2018	002	
Attachment 0007	DEPARTMENT OF LABOR WAGE DETERMINATIONS	13-MAR-2018	011	
Attachment 0008	COLLECTIVE BARGAINING AGREEMENT	18-MAR-2018	026	
Attachment 0009	PURCHASING AND INVOICING GUIDE	19-APR-2018	010	
Attachment 0010	BLOCKED FILE EXTENSIONS	19-APR-2018	001	
Attachment 0011	CONTRACT REFERENCE SPREADSHEET	19-APR-2018	002	
Attachment 0012	RESERVED	19-APR-2018	001	
Attachment 0013	MISSION ESSENTIAL CONTRACTOR SERVICES	02-APR-2018	001	
Attachment 0014	RESERVED	19-APR-2018	001	
Attachment 0015	SUBCONTRACTOR COST INFORMATION SUBMISSION	19-APR-2018	001	
Attachment 0016	CBA TO SCA CROSSWALK	19-APR-2018	001	
Attachment 0017	GOVERNMENT POCS	19-APR-2018	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	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
K-2	252.204-7008	COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS	OCT/2016
K-3	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	JAN/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 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, 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;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

**Name of Offeror or Contractor:**

(vi) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations Representation.

(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 Performance Sealed 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 USDA designated 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, EPA designated 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 \$80,317, 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 Sudan Certification. This provision applies to all 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.

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(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 EPA Designated 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 via the SAM Web site accessed through . After reviewing the SAM 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 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-4      252.204-7007      ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS      JAN/2015  
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:

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

**Name of Offeror or Contractor:**

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) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 22.1771. Applies to solicitations with a value expected to exceed the simplified acquisition threshold.

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

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

(vi) 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.

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

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

(ix) 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
_____	_____	_____	_____
_____	_____	_____	_____

**Name of Offeror or Contractor:**

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-5 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS

JUL/2013

(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 database via <https://www.acquisition.gov> (see 52.204-7).

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).

(End of provision)

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## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT/2016
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	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
L-8	52.237-1	SITE VISIT	APR/1984
L-9	252.215-7008	ONLY ONE OFFER	OCT/2013
L-10	252.215-7010	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--BASIC	JAN/2018
L-11	252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-- SUBMISSION WITH OFFER	OCT/2015
L-12	52.216-1	TYPE OF CONTRACT	APR/1984

The Government contemplates award of a of a single Cost Plus Fixed Fee Requirements type task order with Firm Fixed Price CLINs for the Transition-In and PMO resulting from this solicitation.

(End of Provision)

L-13	52.233-2	SERVICE OF PROTEST	SEP/2006
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(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: Lana Graw  
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-14	252.237-7024	NOTICE OF CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES	OCT/2010
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(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 0013, Mission Essential Contractor Services, dated April 2, 2018, 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;

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- (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-15            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/>

L-16            52.252-5            AUTHORIZED DEVIATIONS IN PROVISIONS            APR/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)

Section L

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 Clause 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 IAW 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



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the FedBizOps (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.

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 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 30 September 2018 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 FBO.gov. The requirements and procedures for offer submission are found in the FBO.gov Vendor User Guide located on the FBO webpage at: [https://www.fbo.gov/downloads/FBO\\_Vendor\\_Guide.pdf](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. Filenames 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 at FSD.gov or by phone at 1-866-606-8220.

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.

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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 shall submit a proposal IAW the guidelines below.

L.4.1.1 For all documents, each page must 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 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 Offerors submission contains the most current RFP Attachments 0002, 0003 and 0005 that were posted on the FBO website.

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 Offerors proposal non-compliant and will not be further considered for award.

L.4.1.3 A proposal is presumed to represent the Offerors 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 Offerors obligation to submit an unambiguous proposal that clearly reflects the Offerors 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)

**Name of Offeror or Contractor:**

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

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 Offerors 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 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. Attachment 0006 Pre-award Survey of Prospective Contractor Accounting System Checklist 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 Attachment 0006 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

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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, total estimated dollar value for the total period of performance of 5 years, percent of participation, and the cost proposal submittal method. 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 provided in Attachment 0005, Tab 2 (Teaming Matrix), Cell F12 (Total Estimated Dollar Value) shall match the amount provided in Attachment 0005, Tab 1a (Cost Price Matrix), Cell I37 (Subtotal - Proposed Labor/Fee). 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 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: Failure to provide a fully completed Teaming Matrix (Attachment 0005, Tab 2) containing all of the required information (including populating every column) will render the Offeror's proposal non-compliant. The proposal will not be evaluated and will not be further considered for award.

L.5.1.8 Not Applicable

L.5.1.9 Not Applicable

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.5.1.11 Not Applicable

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

**Name of Offeror or Contractor:**

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

L.5.2.1.1(a)(3) Page Limit: Nine (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 not 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 TE 1-G-005 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), or Exhibit E TE 1-G-005 Key & Specified Non-Key Positions. If additional explanation is necessary beyond the definitions provided in the CBA, SCA Directory, or Exhibit E 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 E TE 1-G-005 (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 Offerors 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 E TE 1-G-005 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 FFP portion of the effort must be identified as "firm fixed-price" in Attachment 0002.

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 Offerors Teaming Matrix (Attachment 0005, Tab 2).

L.5.2.1.1(b)(2)(ii) Identification of the command and control relationship among the Offeror and all proposed subcontractor(s) as identified on the Offerors 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(b)(2)(iii) The Offeror must clearly identify its onsite independent quality control approach with direct coordination to the responsible corporate quality office.

L.5.2.1.1(c) Staffing/Labor Mix (Attachment 0002 - Staffing/Labor Mix): The Offeror must provide its proposed staffing mix/labor

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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 skill sets / skill levels (including level of responsibility) that are necessary to successfully perform the specific workload requirements at Exhibit A TE 1 M-S-T-001 Minimum Functional Labor Category 1 Hours and the PWS requirements identified therein. 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 E TE 1-G-005 Key & Specified Non-Key Positions or Offeror provided definitions to determine if the proposed labor category is consistent with the task(s) proposed. Proposed position titles not identified in the CBA, SCA Directory of Occupations (5th Edition) or Exhibit E TE 1-G-005 Key & Specified Non-Key Positions must be defined by the Offeror in its SMP (see L.5.2.1.1(b)). A cross-walk between the CBA and the SCA is provided in Attachment 0016.

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 E TE 1-G-005 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 (TE 1 M-S-T-001 Minimum Functional Labor Category 1 Hours) 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 Attachment 0002 Staffing/Labor Mix 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

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 Attachment 0002 Staffing/Labor Mix in the Government provided format, in compliance with L.5.2.1.1(c)(3) and L.5.2.1.1(c)(3)(i), or 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 annual hours per FTE for each employee type (i.e. Exempt, CBA, SCA) for both the base period and option periods 1-4; and for each labor category/position proposed, the identification of the position as either FLC1/FLC2; the identification of the position as either CBA, SCA, or Exempt the applicable SCA Code a Position Title and the identification of Functional Area (i.e. either Maintenance, Supply, or Transportation).

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

L.5.2.1.1(c)(5)(i) Full Time Equivalent (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 TE 1 M-S-T-001 (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 TE 1 M-S-T-001. 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 E TE 1-G-005 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 Shop or PWS 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:

**CONTINUATION SHEET****Reference No. of Document Being Continued**

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L.5.2.1.1(c)(6)(i) The Offeror must identify all of its proposed staffing required to support all PWS requirements and, specifically those that are both identified at Section 5 of the PWS and Exhibit A TE 1 M-S-T 001 Minimum Functional Labor Category 1 Hours in terms of FTEs and function labor category type (i.e. FLC1 or FLC2) on its Staffing/Labor Mix - Attachment 0002. The Government-required Key Position labor categories (identified in TE1G-005 Key & Specified Non-Key Positions) and associated FTEs are prepopulated in Attachment 0002, as are the required PMO-related Specified Non-Key Positions (also identified in TE1G-005); however, the Offeror must identify all other "Specified Non-Key" positions required by TE1G-005 in its Attachment 0002 by including the designation of "(Non-Key)" within the labor category title being proposed in the column labeled "Position Title" (see "Example Tab" in Attachment 0002- Staffing/Labor Mix).

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 positions.

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 7,703, Supply 24,035, and Transportation 9,094 as provided at Exhibit A TE 1 M-S-T 001 Minimum Functional Labor Category 1 Hours. The proposed FLC2 FTEs (e.g., 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 E TE 1-G-005 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 E.)

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 applicable functional area (i.e. Maintenance, Supply, or Transportation) in the Column(s) indicated as "Fill in Functional Area." This column is intended to match or align with the Functional Areas listed in Exhibit A TE 1 M-S-T 001 Minimum Functional Labor Category 1 Hours. The Offeror may add or delete columns as needed.

L.5.2.1.1(c)(6)(viii) The Offeror must insert the corresponding shop or PWS requirement in the cells labeled "Shop or PWS Requirement".

L.5.2.1.1(c)(6)(ix) 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)(x) 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 - TE 1 M-S-T 001 Minimum Functional Labor Category 1 Hours.

L.5.2.1.1(c)(6)(xi) As identified at Attachment 0008, the maximum available work year for CBA employees is 1864 hours per employee. The Offerors proposed hours per year for CBA positions shall not exceed the maximum hours established by Attachment 0008. Note:

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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)(xii) 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 the Past Performance 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 the Past Performance 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 F of the Offerors Teaming Matrix (Attachment 0005, Tab 2). The Government will verify the tasks each proposed subcontractor is expected to perform via the Offerors Teaming Matrix Attachment 0005, Tab 2 Column E.

L.5.3.1.1(d) Predecessor, as used in the Past Performance 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 the Past Performance 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 an individual 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 relative to 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

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 (if the Offeror is a JV) 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, the JV Partners (if the Offeror is a JV) and for each proposed Subcontractor but the Offeror is not required to do so.

L.5.3.1.4 If the Offeror chooses to submit any contract references for itself, the JV Partners 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: Offerors\_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:



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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 Offerors 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 Subcontractors 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.

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

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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 (PoP) start date for the contract number listed in Column B. Required format is MM/DD/YYYY. If Column D states Subcontract, only provide the PoP 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 PoP 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 PoP 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) If the PoP is 12 months or longer, the AADV will equal 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 PoP 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:  
 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 1-35, excluding the paragraphs marked as "RESERVED".

EXAMPLE of list: Column Q

- Allied Trades
- Technical Inspections
- Production Control

**Name of Offeror or Contractor:**

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 Offerors 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.

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 JV Partners if the Offeror is a JV and each 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 the JV Partners (if the Offeror is a JV) or its proposed 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 POC who can verify the information provided. Information to be disclosed shall be within three years prior to the closing date of this RFP.

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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 plus surge option workload. Offerors are cautioned to base proposal submissions strictly on the workload contained in the solicitation. However, as the workload provided is only the Government's 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 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.

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

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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. The worksheet shall allocate the Offerors total proposal dollars to the appropriate Tasks as shown in Exhibit A TE 1 M-S-T 001 Minimum Functional Labor Category 1 Hours.

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 and 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 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.

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.

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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 Offerors FFP PMO proposal shall include all cost/price elements required for performance. The Offerors 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 Offerors 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 Offerors 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 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. The FBO 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 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

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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, 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 30 September 2018 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 PoP. 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 PoP. As the CBA expires on 31 October 2021, Offerors (including Subcontractors) will continue to use the last applicable rate(s) in force (without escalating) for the remainder of the PoP.

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 2.3% 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.

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

**Name of Offeror or Contractor:**

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 September 30, 2018 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 October 2021, 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 Offerors proposal shall include Budgetary and Historical Cost Data.

L.5.4.2.13(b)(1) Budgetary Data.

L.5.4.2.13(b)(1)(i) The Offeror shall provide budgetary rate data for 2018 through 2023 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 2018 through 2023 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 2018 through 2023 forecasted indirect rates. If budgetary data for 2018 has been used to estimate proposed 2018 through 2023 rates, provide that explanation. If any portion of the proposed 2018 through 2023 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)

L.5.4.2.13(b)(2)(i) The Offeror shall provide historical cost data for 2015, 2016, and 2017. If a Subcontractor is submitting a Cost/Price proposal directly to the Government, then that Subcontractor shall provide historical actual cost data for 2015, 2016, and 2017. 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 2015, 2016 and 2017 and shall provide the budgetary sales volume data for 2018-2023, 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:



**Name of Offeror or Contractor:**

"Offeror's\_Name\_Sub\_Name\_Vol\_4\_IERD\_Applicable\_Year(s)"

Note: Contractors shall include the applicable year(s) in the title that are included in the file. For example, the end of the file name would be "2018-2022" if the data provided the file is for years 2018-2022.

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 and/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 labor categories proposed in the Offerors Attachment 0002, 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) and/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: 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 Not Applicable

\*\*\* END OF NARRATIVE L0001 \*\*\*

1 AMC-LEVEL PROTEST PROGRAM

2 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

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e-mail: usarmy.redstone.usamc.mbx.protests@mail.mil

3 The AMC-level protest procedures are found at:

<https://www.amc.army.mil/amc/commandcounsel.html>

4 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 60 day transition, and four one year evaluated option periods 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. 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 Not Applicable

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 to allow for subsequent compliance with the price preference afforded to HUBZones under FAR Clause 52.219-4 and 19.1307.

**Name of Offeror or Contractor:**

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.3.2.1.3 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 NOT APPLICABLE

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 TE 1 M-S-T 001 Minimum Functional Labor Category 1 Hours, by Functional Area. The minimum hours for this effort are: Maintenance 7,703 Supply 24,035, and Transportation 9,094 as provided in Exhibit A TE 1 M-S-T 001 Minimum Functional Labor Category 1 Hours. 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 TE 1 M-S-T 001 Minimum Functional Labor Category 1 Hours, 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 7,703 Supply 24,035, and Transportation 9,094 as provided in Exhibit A TE 1 M-S-T 001 Minimum Functional Labor Category 1 Hours, 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 three evaluation factors: Technical, Past Performance, and Cost/Price. 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 Past Performance Factor is significantly more important than the Cost/Price 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. 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 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 and Cost/Price Factor. All compliant proposals that are determined Technically Acceptable at Step 1 will be evaluated for Past Performance and Cost/Price IAW the criteria detailed in Section M.5 below.

**Name of Offeror or Contractor:**

- 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. NOT APPLICABLE
- d. All proposals which are determined to have Substantial Confidence in Past Performance 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, with a realistic cost and a fair and reasonable total 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 Offerors 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 Offerors proposal. The proposal must clearly and unambiguously reflect the Offerors 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 offerors 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 and Cost/Price 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 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:**

**Name of Offeror or Contractor:****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 Technical 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 E, TE 1-G-005 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.** Offerors 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 FFP PMO labor categories and number of FTEs for this task order as outlined in Exhibit E TE 1G-005 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 Offerors 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 Offerors 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(b)(3) Properly proposes an adequate, onsite quality control approach with direct coordination with the responsible corporate quality office.**

**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:

**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 TE 1 M-S-T-001 Minimum Functional Labor Category 1 Hours 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), TE 1G-005 (Key & Specified Non-Key Positions), and/or the SMP narrative (for proposed "Exempt" positions not otherwise found in TE 1G-005, 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 (TE 1 M-S-T-001 Minimum Functional Labor Category

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1 Hour) 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 F in the Offerors 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. The Government will confirm a proposed Subcontractor is expected to perform 20% or more of the total value by referring to column F of the Offerors 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 entities 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) NOT APPLICABLE

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 (FAPIIS). CPARS and PPQs will be utilized to assess a Contractor's performance in the areas of Quality of Service, Schedule, Cost Control, Management.

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

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 POCs 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 Offerors Teaming Matrix (Attachment 0005, Tab 2) and are expected to perform 20% or more of the total value of column F in the Offerors 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.

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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 Detroit Arsenal task order, the reference must have demonstrated similar experience, to the Detroit Arsenal 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 Detroit Arsenal task order, the Annual Average Dollar Value (AADV) must meet or exceed the minimum level of relevant experience identified below:

Maintenance: Offeror Reference - \$420K average annually; Subcontractor performing 20% or more of the total estimated dollar value, as found in Column F of the Offerors Attachment 0005, Tab 2 - Teaming Matrix - \$84K average annually.

Supply: Offeror Reference - \$880K average annually; Subcontractor performing 20% or more of the total estimated dollar value, as found in Column F of the Offerors Attachment 0005, Tab 2 - Teaming Matrix - \$176K average annually.

Transportation: Offeror Reference - \$500K average annually; Subcontractor performing 20% or more of the total estimated dollar value, as found in Column F of the Offerors Attachment 0005, Tab 2 - Teaming Matrix - \$100K average annually.

Total: Offeror Reference \$1.8M average annually; Subcontractor Reference \$360K 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 \$1,800,000.00 for the 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 \$1,300,000.00 for the 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.

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) 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.



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## 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 contract execution. 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.

M.5.3.3(b) Fee Rates: The Offeror's fee rate will be capped as proposed for contract execution.

M.5.3.4 Subcontractor Proposal Consistency. If a Subcontractor(s) detailed cost proposal differs from the pricing that the Offeror 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 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.5.3.7 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 Subcontractors cost proposal to ensure compliance with the fringe benefit(s) (total compensation package) identified in Attachment 0007 & 0008.

M.5.3.8 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.

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M.5.3.9 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.5.4 NOT APPLICABLE

\*\*\* END OF NARRATIVE M0001 \*\*\*

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