SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE	OF	PAGES
	N/A	1		65

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
TBD	SP3300-14-R-5004	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	8/22/2014	

7. ISSUED BY CODE SP3300

DLA Distribution
J Avenue, Bldg 404, David Gilson
New Cumberland, PA 17070-5000

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 required 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 place specified in SECTION L-17 until 16:00 *(Hour)* local time 22 SEPT 14 *(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)* AREA CODE	NUMBER	EXT.	C. E-MAIL ADDRESS
	David Gilson	717	770-4496		david.gilson@dla.mil

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
☒	A	SOLICITATION/CONTRACT FORM	1	☒	I	CONTRACT CLAUSES	24-37
☒	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2-8			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
☒	C	DESCRIPTION/SPECS./WORK STATEMENT	9	☒	J	LIST OF ATTACHMENTS	38
☒	D	PACKAGING AND MARKING	10			PART IV - REPRESENTATIONS AND INSTRUCTIONS	
☒	E	INSPECTION AND ACCEPTANCE	11-12	☒	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	39-45
☒	F	DELIVERIES OR PERFORMANCE	13				
☒	G	CONTRACT ADMINISTRATION DATA	14-19	☒	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	46-62
☒	H	SPECIAL CONTRACT REQUIREMENTS	20-23	☒	M	EVALUATION FACTORS FOR AWARD	63-68

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 90 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 (%)
	0	0	0	0

14. ACKNOWLEDGMENT OF AMENDMENTS *(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated)*:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

15B. TELEPHONE NUMBER AREA CODE	NUMBER	EXT.	☐ 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE

AWARD *(To be completed by Government)*

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: ☐ 10 U.S.C. 2304(c) ( ) ☐ 41 U.S.C. 253(c) ( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)*	ITEM
		7

24. ADMINISTERED BY *(If other than Item 7)* CODE	25. PAYMENT WILL BE MADE BY CODE SL4701
	DFAS Columbus, OH

26. NAME OF CONTRACTING OFFICER *(Type or print)*	27. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*	28. AWARD DATE
Margaret K. Ross		

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

Item No.	Supplies/ Services	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Part 1 – The Schedule Section B – Supplies or Services and Prices/Costs **BASE PERIOD** 01 November 2014 through 31 October 2015 **Cost Plus Fixed Fee (CPFF) (Applicable to CLIN 0001)**				
0001	Services to perform Phase-In (SOW Section C- 5.1) and Distribution Support Service labor necessary to perform a wide range of tasks described in the Performance Work Statement (PWS) Attachment J.1 of the solicitation	1	LOT		
	Estimated Cost:				_____
	Fixed Fee (____%)				_____
	Total Estimated Cost Plus Fixed Fee:				_____
	Cost Reimbursement (No Fee) **(Applicable to CLIN 0002)**				
0002	Material Support Costs				
	Estimated Cost				___$4,263.00___
	G&A Rate ____%				_____
	Not-to-Exceed (NTE)	1	LOT		_____
0003	Contract Data Requirements List (CDRL) in accordance with DD Form 1423. (NOTE: CONTRACTOR SHALL NOT PRICE THESE ITEMS SEPERATELY) **A001** QCP **A002** OSH Plan **A003** Monthly Cost Report for CLIN 0001 **A004** Monthly Cost Report for CLIN 0002	1	LOT	NSP	NSP
	TOTAL CEILING – BASE PERIOD				_____

Item No.	Supplies/ Services	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	OPTION PERIOD ONE EFFECTIVE 01 November 2015 through 31 October 2016				
	Cost Plus Fixed Fee (Applicable to CLIN 1001)				
1001	Distribution Support Service labor necessary to perform a wide range of tasks described in the Performance Work Statement (PWS) Attachment J.1 of the solicitation	1	LOT		
	Estimated Cost:				_____
	Fixed Fee (____%)				_____
	Total Estimated Cost Plus Fixed Fee:				_____
	Cost Reimbursement (No Fee) **(Applicable to CLIN 1002)**				
1002	Material Support Costs				
	Estimated Cost				___$3,692.26___
	G&A Rate ____%				_____
	Not-to-Exceed (NTE)	1	LOT		_____
1003	Contract Data Requirements List (CDRL) in accordance with DD Form 1423. (NOTE: CONTRACTOR SHALL NOT PRICE THESE ITEMS SEPERATELY) **A001** QCP **A002** OSH Plan **A003** Monthly Cost Report for CLIN 1001 **A004** Monthly Cost Report for CLIN 1002	1	LOT	NSP	NSP
	TOTAL CEILING – OPTION PERIOD ONE				_____

Item No.	Supplies/ Services	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	OPTION PERIOD TWO EFFECTIVE 01 November 2016 through 31 October 2017				
	Cost Plus Fixed Fee (CPFF) (Applicable to CLIN 2001)				
2001	Distribution Support Service labor necessary to perform a wide range of tasks described in the Performance Work Statement (PWS) Attachment J.1 of the solicitation	1	LOT		
	Estimated Cost:				_____
	Fixed Fee (____%)				_____
	Total Estimated Cost Plus Fixed Fee:				_____
	Cost Reimbursement (No Fee) **(Applicable to CLIN 2002)**				
2002	Material Support Costs				
	Estimated Cost				___$3,722.11___
	G&A Rate ____%				_____
	Not-to-Exceed (NTE)	1	LOT		_____
2003	Contract Data Requirements List (CDRL) in accordance with DD Form 1423. (NOTE: CONTRACTOR SHALL NOT PRICE THESE ITEMS SEPERATELY) **A001** QCP **A002** OSH Plan **A003** Monthly Cost Report for CLIN 2001 **A004** Monthly Cost Report for CLIN 2002	1	LOT	NSP	NSP
	TOTAL CEILING – OPTION PERIOD TWO				_____

Item No.	Supplies/ Services	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	OPTION PERIOD THREE EFFECTIVE 01 November 2017 through 31 October 2018				
	Cost Plus Fixed Fee (CPFF) (Applicable to CLIN 3001)				
3001	Distribution Support Service labor necessary to perform a wide range of tasks described in the Performance Work Statement (PWS) Attachment J.1 of the solicitation	1	LOT		
	Estimated Cost:				_____
	Fixed Fee (____%)				_____
	Total Estimated Cost Plus Fixed Fee:				_____
	Cost Reimbursement (No Fee) **(Applicable to CLIN 3002)**				
3002	Material Support Costs				
	Estimated Cost				___$3,752.55___
	G&A Rate ____%				_____
	Not-to-Exceed (NTE)	1	LOT		_____
3003	Contract Data Requirements List (CDRL) in accordance with DD Form 1423. (NOTE: CONTRACTOR SHALL NOT PRICE THESE ITEMS SEPERATELY) **A001** QCP **A002** OSH Plan **A003** Monthly Cost Report for CLIN 3001 **A004** Monthly Cost Report for CLIN 3002	1	LOT	NSP	NSP
	TOTAL CEILING – OPTION PERIOD THREE				_____

Item No.	Supplies/ Services	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	OPTION PERIOD FOUR EFFECTIVE 01 November 2018 through 31 October 2019				
	Cost Plus Fixed Fee (CPFF) (Applicable to CLIN 4001)				
4001	Distribution Support Service labor necessary to perform a wide range of tasks described in the Performance Work Statement (PWS) Attachment J.1 of the solicitation	1	LOT		
	Estimated Cost:				_____
	Fixed Fee (____%)				_____
	Total Estimated Cost Plus Fixed Fee:				_____
	Cost Reimbursement (No Fee) **(Applicable to CLIN 3002)**				
4002	Material Support Costs				
	Estimated Cost				___$3,783.60___
	G&A Rate ____%				_____
	Not-to-Exceed (NTE)	1	LOT		_____
4003	Contract Data Requirements List (CDRL) in accordance with DD Form 1423. (NOTE: CONTRACTOR SHALL NOT PRICE THESE ITEMS SEPERATELY) **A001** QCP **A002** OSH Plan **A003** Monthly Cost Report for CLIN 4001 **A004** Monthly Cost Report for CLIN 4002	1	LOT	NSP	NSP
	TOTAL CEILING – OPTION PERIOD FOUR				_____
	TOTAL CEILING – BASE AND ALL OPTION PERIODS				_____

SECTION B INSTRUCTIONS

This acquisition is set aside 100% for Service-Disabled Veteran-Owned (SDVO) Small Business concerns in accordance with FAR 19.14. This is a Cost-Plus-Fixed-Fee (CPFF) hybrid type contract, with four (4) one (1) year options for the acquisition of distribution support services at Defense Logistics Agency (DLA) Distribution Tobyhanna, PA site.

COST PLUS FIXED FEE (CPFF) PRICING ARANGEMENT – CLINs X001: Costs for Labor shall include all **direct** labor costs. Costs shall be reimbursed at actual cost plus applicable indirect costs and a base fixed fee. In accordance with FAR 15.404-4(c)(4)(i)(C), the fixed fee shall not exceed 10% of the contract's estimated cost, excluding fee. CLINs X001shall be invoiced in accordance with SECTION G, DFARS 252.232-7006 -- Wide Area Work Flow Payment Instructions (MAY 2013).

Solicitation Instructions: Offeror shall insert Estimated Cost, Fixed Fee Profit Percentage, Fixed Fee Profit Dollars, and Total Estimated Cost Plus Fixed Fee. For evaluation purposes, offerors shall utilize the Government estimated total productive labor hours per year and per labor position as reflected in multiple tables in Section L of this RFP. These estimates do not prohibit offerors from deviating from the Government's estimate and proposing different labor categories and productive labor hours. If an offeror proposes different labor categories than those described in paragraph C-1.4 and C-1.4.1 of the SOW, the offeror shall describe in detail the rationale for proposing differently than the Government.

COST REIMBURSEMENT (NO FEE) PRICING ARRANGEMENT - CLINs X002: Government has provided an estimated cost exclusive of G&A or Material Handling. Offerors shall apply only their G&A **or** Material Handling Rate to this estimated cost to arrive at the Ceiling Price amount. The Contractor shall be reimbursed for actual cost and G&A **or** Material Handling only. No fee shall be applied. CLINs X002 shall be invoiced in accordance with SECTION G, DFARS 252.232-7006 -- Wide Area Work Flow Payment Instructions (MAY 2013).

Solicitation Instructions:
Offerors shall insert and apply their G&A **or** Material Handling Rate to the Government provided estimated cost to arrive at the Ceiling Price. The Government provided estimated cost has already been inserted. Offerors shall enter the G&A **or** Material Handling Rate dollar amount and the Ceiling Price in Section B. No fee shall be applied.

REPORTING REQUIREMENTS – CLINs X003: Reporting requirements. Not Separately Priced.

Competition in Supplies: Contractor shall obtain competition for items purchased over $3,000.00 for which reimbursement will be sought under this contract. The government reserves the right to audit all purchase records during the period of performance of the contract to determine if adequate competition is being sought for purchases over $3,000.00

END OF SECTION B

SECTION C – DESCRIPTION/SPECS/WORK STATEMENT

See Section J – List of Attachments

Attachment J.1: Section C – Performance Work Statement (PWS)

END OF SECTION C

SECTION D – PACKAGING AND MARKING

No Applicable Clauses

END OF SECTION D

SECTION E - INSPECTION AND ACCEPTANCE

CLAUSE(S) INCORPORATED BY REFERENCE

Clause(s) Applicable to All CLINS

	FAR CLAUSE	TITLE	DATE
E-1	52.246-5	Inspection of Services – Cost-Reimbursement	APR 1984
	DFAR CLAUSE	**TITLE**	**DATE**
E-2	252.246-7000	Material Inspection And Receiving Report	MAR 2008

CLAUSE(S) INCORPORATED BY FULL TEXT

Text Applicable to All CLINs

E-3 Quality/Performance Evaluation

(a) The Government will use a Quality Assurance Surveillance Plan (QASP) IAW FAR 46.401, to monitor compliance with contract terms and conditions, identify conforming and non-conforming services to determine appropriate action under the terms of the contract. This plan sets forth the method and manner by which the Government intends to conduct surveillance of work under the contract, identifies the significance level of each performance requirement according to the definitions for critical, major, and minor non-conformances IAW FAR 46.101, and is subject to unilateral change by the Government without modification of the contract. All work required by the contract is subject to surveillance. The Government will use a web-based Quality Management Tool (QMT) application to schedule, document, report findings, observations, and recommendations, and file surveillance results. The QMT will also be used to provide completed surveillance documentation to the contractor. The Contractor shall use the QMT to respond to all nonconforming surveillance results. The Government will correspond with the Contractor regarding surveillance activities via the QMT to ensure a full and complete history of the surveillance is retained in a single source. The Contractor shall identify contractor personnel who have the authority to review, acknowledge, and respond to surveillance results and findings in the QMT.

(b) The Contractor shall acknowledge all surveillance results through the QMT within one (1) working day. In addition, and in the event of a nonconformance, the Contractor shall provide a corrective action plan that includes preventive actions and timelines to mitigate future non-compliance when requested by the Contracting Officer's Representative (COR) in the QMT by the date requested. The Contractor shall update their QCP IAW CDRL A001 as applicable with actions taken and methods to prevent future occurrences.

(c) The Contractor shall ensure all correspondence with the COR regarding surveillance activities is performed using QMT. When the Contractor fails to achieve acceptable performance and such nonconformance is clearly the fault of the contractor, the COR may, at their discretion, document the performance issues and forward it to the Contracting Officer (KO) to issue a Letter of Concern (LOC) to the contractor. In response to the LOC, the contractor shall explain within the suspense timeframe in the LOC, in writing, why performance was unacceptable, how performance will be returned to acceptable levels and how recurrence of the problem will be prevented in the future. The KO will evaluate the contractor's explanation and determine the appropriate action. If additions or changes are made for the Contractor's QC Inspections as a result of the LOC, the Contractor shall update their QCP IAW CDRL A001.

(d) Government contract quality assurance actions described above in no way limits the Governments' available contractual remedies for nonconformance under any other provisions of the contract.

(End of Text E-3)

END OF SECTION E

SECTION F - DELIVERIES OR PERFORMANCE

CLAUSE(S) INCORPORATED BY REFERENCE

Clause(s) Applicable to All CLINS

	FAR CLAUSE	TITLE	DATE
F-1	52.242-15	Stop Work Order	AUG 1989
		Alternate 1	APR 1984
F-2	52.247-34	F.O.B. Destination	NOV 1991
F-3	52.247-55	F.O.B. Point For Delivery of Government-Furnished Property	JUN 2003

CLAUSE(S) INCORPORATED BY FULL TEXT

Text Applicable to All CLINs

F-4 Period of Performance

Services shall be performed as prescribed by the Performance Work Statement – Section C.

1. Base Period – effective date of contract for a period of 12 months.
   Base Period includes:
   Transition Period: effective date of contract for a period of 1 month.
   Full Performance: 1 month from effective date through 11 months thereafter.
2. Option Year One – if exercised, 12 months from effective date until 12 months thereafter.
3. Option Year Two – if exercised, 24 months from effective date until 12 months thereafter.
4. Option Year Three – if exercised, 36 months from effective date until 12 months thereafter.
5. Option Year Four – if exercised, 48 months from effective date until 12 months thereafter.

(End of Text F-4)

F-5 Deductions

In accordance with FAR clause 52.246-5 Inspection of Services-Cost-Reimbursement, all deductions as a failure to meet performance metrics as established in the Statement of Work will be taken from fee only and will be accomplished either through negotiations, through issuance of a bi-lateral modification or through issuance of a unilateral modification by the Contracting Officer.

(End of Text F-5)

END OF SECTION F

SECTION G - CONTRACT ADMINISTRATION DATA

ACCOUNTING AND APPROPRIATION DATA

Period of Performance	ACRN	Accounting Line	EBS Number	Dollar Amount
Base Year		*To be inserted at time of award*	*To be inserted at time of award*	*To be inserted at time of award*

CLAUSE(S) INCORPORATED BY REFERENCE

Clause(s) Applicable to All CLINs

	DFARS CLAUSE	TITLE	DATE
G-1	252.204-7006	Billing Instructions	OCT 2005

CLAUSE(S) INCORPORATED BY FULL TEXT

G-2 DFARS 252.232-7006 -- Wide Area Work Flow Payment Instructions (MAY 2013)

(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).

Cost Voucher (Cost CLINs X001 and X002)

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

Not applicable

(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	SL4701
Issue By DoDAAC	SP3300
Admin DoDAAC	SP3300
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	*To be completed at time of award*
Service Acceptor (DoDAAC)	DoDAAC where COR/POC is located *To be completed at time of award*
Accept at Other DoDAAC	*To be completed at time of award*
LPO DoDAAC	
DCAA Auditor DoDAAC	DoDAAC of cognizant DCAA Office for Successful Offeror *To be completed at time of award*
Other DoDAAC(s)	

(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 e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Administrative Acquisition Specialist: *To be completed at time of award*

(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.

kenneth.decker@dla.mil

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

(End of Clause)

Text Applicable to All CLINs

G-3 WAWF INVOICING PROCEDURES

Invoices shall be submitted in accordance with WAWF procedures provided in DFARS Clause 252.232-7006 Wide Area Work Flow Payment Instructions (MAY 2013). The points of contact for Invoicing are listed below.

WAWF POINT OF CONTACT TABLE FOR INVOICING
DLA Distribution Tobyhanna, PA
DODAAC
COR: *To Be Completed at Time of Contract Award* DLA Distribution Tobyhanna, PA Com:

Email:

Invoices shall be submitted monthly in arrears. Invoices shall contain all required price and cost documentation, as applicable. Invoices shall be neat and legible and clearly state the applicable CLINs/SubCLINS, date of performance, labor hours, repair parts and associated costs, travel costs, and all other applicable information. Invoices shall include a separate Invoice Summary by month and by CLIN/SubCLIN showing the monthly costs and cumulative costs per year. This shall be reviewed by the COR and Contract Specialist to insure that contract requirements as stated in the Schedule of Supplies/Services are being performed within the contract funding totals.

(End of Text G-3)

G-4 Designation of COR/Alternate COR

(a) The Contracting Officer (KO) will designate a COR/Alternate COR for this contract in writing prior to performance. The COR/Alternate COR is responsible for monitoring progress and overall management of Contractor performance hereunder. In no event, however, shall any understanding or agreement, modification, change order, or other matter deviating from the terms of subject contract between the Contractor and any person other than the KO be effective or binding upon the Government, unless formalized by proper contractual documents executed by the KO prior to completion of this contract.

(b) On all matters that pertain to contract terms, the Contractor shall contact the KO. When, in the opinion of the Contractor, the COR/Alternate COR requests effort outside the existing scope of the order or contract, the Contractor shall promptly notify the KO in writing. The Contractor under such request shall take no action unless authorized by the KO that the request is within the scope of the contract or the KO has issued a contractual modification.

(End of Text G-4)

G-5 Invoicing Instruction

(a) Invoices shall be submitted not later than the fifth (5th) working day after the end of the previous month in accordance with instructions provided in DFAR 252.232-7006 Wide Area WorkFlow Payment Instructions (MAY 2013). The amount claimed to be due shall be indicated for the Contract and Contract Line Item Numbers (CLINs).

(b) Reimbursement requests for Cost Plus Fixed Fee CLIN X001 shall be fully documented with Contractor payroll records showing name, labor category, labor rate, and hours worked using the report format in Section C-5.12, Monthly Reports, CDRL A003, CLINs X001 Monthly Report. The report shall be included in the Wide Area Workflow system as supporting documentation for the invoice. The contractor shall invoice at the percentage rates of fixed fee identified in Section B of this contract. Costs shall be reimbursed at actual cost plus applicable indirect costs. Fixed Fee for CLIN X001 shall be billed at 1/n th of the fee amount per month where "n" equals the number of months in the period of performance for the CLIN.

(c) Reimbursement requests for Cost Reimbursement CLIN X002 shall be documented using the report format in Section C-5.12., Monthly Reports, CDRL A004, CLINs X002 Monthly Report. The report shall be included in the Wide Area Workflow system as supporting documentation for the invoice. Documentation shall be provided which fully supports the amount claimed for payment IAW FAR 31.205 such as paid receipts for materials purchased, copies of quotes obtained, paid receipts for travel costs, detailed per diem statements IAW the Joint Travel Regulations, etc. The Government will reimburse the Contractor for actual costs. The prime contractor may include Material Handling expense at TBD% except for subcontractor costs that have already included material handling or G&A costs.

(End of Text G-5)

G-6 Payment, Selected Items of Cost Reimbursement Contracts

Travel Costs

(1) Air: The Contractor shall be reimbursed for the actual cost of transportation via air, provided, such costs are the lowest customary standard, coach, or equivalent airfare offered during normal business hours, unless higher fares are justified in accordance with FAR 31.205-46(d).

(2) Privately Owned Conveyance: Reimbursement for the use of privately owned conveyance by the Contractor's personnel will be at the mileage rate specified in the Joint Travel Regulations plus all necessary tolls when such travel is necessary for performance under this contract and does not constitute non-reimbursable travel as defined below.

(3) Auto Rental: Reimbursement for the use of rental cars (most economical class available consistent with the need) by the Contractor's personnel will be at actual cost.

(4) Other Public Transportation: The use of other public transportation (Coach/Economy) by the Contractor's personnel will be reimbursed at actual cost.

Non-reimbursable Travel: The following travel shall not be reimbursed hereunder: travel performed for personal convenience, daily travel to and from the designated work site.

Substantiation of Costs: The Contractor shall submit a summary by trip of actual costs incurred for authorized travel.

In no event will reimbursement exceed the published rates of common carriers unless justified and approved in advance by the Contracting Officer.

Personnel in Travel Status: For personnel on official travel status (i.e. travel required for performance of this contract and authorized by the Contracting Officer or the Contracting Officer's Representative (COR)), travel shall be considered at time of performance under the contract. However, such reimbursement shall not exceed eight (8) labor hours per individual while in travel status during one (1) calendar day nor shall travel outside regular duty hours be reimbursed except: when travel involves the performance of work while traveling, is carried out under arduous conditions, or results from an event that could not be scheduled or controlled administratively by either the Contractor or Government.

Per Diem

Expenses for subsistence and lodging shall be reimbursed to the Contractor only to the extent where overnight stay is necessary and authorized by the Contracting Officer for performance under this contract. Incurred costs shall be considered to be reasonable and allowable only to the extent that they do not exceed, on a daily basis, the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, Joint Travel Regulations and Standardized Regulations set forth in FAR 31.205-46(a)(2).

Cost of Materials

The cost of materials furnished or used under this contract shall be reimbursed in accordance with paragraph (b) of the clause entitled, "Allowable Cost and Payment (FAR 52.216-07)" for cost reimbursement contracts or "Payments under Time-and-Material/Labor Hour Contracts" (FAR 52.232-07)" for time-and-material or labor hour contracts. Expendable material costs for items such as office supplies, report paper, etc and tools of the trade shall be considered to be included in

the contractor's indirect cost pools. The Contractor shall be required to support all material costs claimed.

Credits

The Contractor shall insure that any credits for future travel, free travel, free gifts or rebates on current travel offered by airlines or car rental agencies as part of frequent traveler or similar promotional programs that are accrued as a result of travel necessary for performance under the contract, shall be conveyed to the Government.

(End of Text G-6)

G-7 Contractor Performance Assessment Reporting System (CPARS) Requirements

(a) The contractor, in performing this contract, will be subject to a past performance assessment in accordance with FAR 42.15 and the Contractor Performance Assessment Reporting System (CPARS) Guide at http://www.cpars.navy.mil/cparsfiles/pdfs/navycparsmanual.pdf. All information contained in the assessment may be used by the Government, within the limitations of FAR 42.15, for future source selections in accordance with FAR 15.304 where past performance is an evaluation factor. Assessments will be conducted as prescribed by CPARS guidance.

(b) The contractor will be provided with a copy of the assessment. The contractor will have 30 calendar-days to submit comments, additional information, or rebut statements if warranted or desired. The contractor must strictly control access to the assessment while in the Contractor's possession and must ensure that the assessment is never released to persons or entities outside of the contractor's control. After receipt of Contractor's comments or expiration of the 30 day comment period, whichever occurs first, and depending on the Contractor's response the Government will:

(i) If no comments are received; close the CPAR by the Assessing Official Rep and Reviewing Official

(ii) If the Contractor concurs with the assessment; accept/update and close the CPAR and forward comments to all reviewers

(iii) If Contractor does not concur with the assessment, coordinate a final response with Reviewing Official, Assessing Official Representative, and Assessing Official.

(iv) Enter the final government response and close CPARS

After completion of one of the appropriate actions, the Assessing Official will notify all individuals that the report is complete. The assessment is considered complete when signed by the Assessing or Reviewing Official.

The official responsible for the corporate operating unit being assessed can submit a written request to receive a copy of the completed CPARS assessment. The assessment is not subject to the Disputes clause of the contract, nor is it subject to appeal beyond the review and comment procedures described above and in the CPARS Guide.

Refer to http://www.cpars.csd.disa.mil/ for details and additional information related to CPARS, CPARS user access (which includes obtaining a PKI certificate), how contract performance assessments are conducted, and how contractors participate.

(End of Text G-7)

G-8 Post-Award Conference

If required, the successful offeror shall attend a post-award conference prior to commencement of the phase-in period. The purpose of the conference is to highlight essential contract requirements, coordinate implementation timelines and answer any questions the Contractor may have prior to commencement of work. During the period between the award and the conference, the Contractor shall submit questions in writing to the Contracting Officer (KO). The KO will arrange with the Contractor as to the time, date, and location of the conference.

(End of Text G-8)

G-9 Contract Administration Plan

In order to expedite administration of this contract, the following delineation of functions is provided. The individual/position designated as having responsibility should be contacted for any questions, clarifications, or information regarding the administration function specified. The names, addresses and phone numbers for these individuals or offices are as follows:

Contracting Officer (KO):
Name: Margaret K. Ross
Address: DLA Distribution
J Ave, Bldg 404
New Cumberland, PA 17070-5000
Code: DDC-J7 AB
Phone: (717)770-5979

Paying Office:
Name: [TO BE SPECIFIED IN CONTRACT AWARD.]
Address
Phone:

Primary Contracting Officer's Representative (COR):
Name: [TO BE SPECIFIED IN CONTRACT AWARD.]
Address
Phone:

Alternate Contracting Officer's Representative (ACOR):
Name: [TO BE SPECIFIED IN CONTRACT AWARD.]
Address
Phone:

(a) Contracting Officer (KO) should be contacted for general information and shall perform the following functions:
(1) Designates the COR. NOTE: COR authority is not re-delegable.
(2) Provide administrative changes to the contract administration plan.
(3) Maintains the official contract file, ensuring contract ceiling is not exceeded.
(4) Issues technical instructions, ensuring that each technical instruction is within the scope of the contract.

(b) Paying Office should be contacted for inquiries/information with regard to payment of those vouchers approved by the PCO.

(c) Contracting Officer's Representative (COR) should be contacted for inquiries/information pertaining to the following functions:
(1) The COR will act as the Contracting Officer's Representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not a

Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the contract (or modifications).
(2) Technical advice regarding estimated level of effort and labor mix and/or the cost and need for materials, travel, equipment, etc. for each delivery order and any modifications.
(3) Reports on the contractor's performance and lessons learned.
(4) Certification of the Certificate of Performance/invoice.
(5) Inspection and/or acceptance of the services/deliverables as the official Government representative.

(d) In the event that the COR named above is absent due to leave, illness or official business, all responsibilities and functions assigned to the COR will be the responsibility of the Alternate COR (ACOR).

It is emphasized that only the Contracting Officer has the authority to modify the terms of the contract; therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. When/if, in the opinion of the contractor, any effort outside the existing scope of the contract is requested, the contractor shall promptly notify the KO in writing. No action must be taken by the contractor unless the KO has issued a contractual change.

(End of Text G-9)

END OF SECTION G

SECTION H - SPECIAL CONTRACT REQUIREMENTS

CLAUSE(S) INCORPORATED BY FULL TEXT

Clause(s) Applicable to All CLINs

H-1 DLAD 52.237-9001 -- Contractor Personnel Changes and Key Personnel Requirements (NOV 2011)

(a) Contractor personnel changes:

1) The Contractor shall have the right to remove his personnel assigned to perform the tasks hereunder and to substitute other qualified personnel provided that the Contracting Officer is notified of (and in certain circumstances approves) such removal and replacement. The Contractor shall notify the Contracting Officer prior to such change, giving the new employee's name, security clearance and technical qualifications.

(2) Any removals or replacements for the convenience of the Contractor shall be at no additional cost to the Government. Cost to be borne by the Contractor include but are not limited to time of travel, travel and training costs for replacement personnel.

(3) Removals or replacements of Contractor personnel shall be considered for the convenience of the Contractor except when such removal is for:

(i) employees removed as a result of cancellation or completion of the contract,
(ii) employees replaced due to death or incapacitating illness or injury,
(iii) or employees removed or replaced at the Government's request.

(4) If any employee removes him/herself from the employ of the Contractor, such removal will be at no additional cost to the Government.

(b) Key personnel requirements:

(1) Certain experienced, professional and/or technical personnel are essential for successful accomplishment of the work to be performed under this contract. These are defined as “Key Personnel” and are those persons whose resumes were submitted for evaluation of the proposal and are listed in paragraph (3) below. The Contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with the following:

(i) If one or more of the key personnel, for any reason, becomes or is expected to become unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the Contractor shall, subject to the concurrence of the Contracting Officer or an authorized representative, promptly replace personnel with personnel of equal ability and qualifications.
(ii) All requests for approval of substitutions must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. The request must contain a resume for the proposed substitute, and any other information requested by the Contracting Officer. The Contracting Officer shall promptly notify the Contractor of approval or disapproval in writing.

(2) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair successful completion of the contract, the Contracting Officer may terminate the contract for default or for the convenience of the Government, as appropriate, or

make an equitable adjustment to the contract to compensate the Government for any resultant delay, loss or damage.

(3) The follow positions are identified as key personnel: See PWS Section C-1.4

(End of Clause)

Text Applicable to all CLINs

H-2 Competition in Supplies

Contractor shall obtain competition for items purchased over $3,000.00 for which reimbursement will be sought under this contract. The Government reserves the right to audit all purchase records during the period of performance of the contract to determine if adequate competition is being sought for purchases over $3,000.00

(End of Text H-2)

H-3 Accounting System

The contractor shall have an acceptable accounting system. An acceptable accounting system is one that provides for (1) a sound internal control environment, accounting framework, and organizational structure; (2) proper segregation of direct costs from indirect costs; (3) identification and accumulation of direct costs by contract; (4) a logical and consistent method for the accumulation and allocation of indirect costs to intermediate and final cost objectives; (5) accumulation of costs under general ledger control; (6) reconciliation of subsidiary cost ledgers and cost objectives to general ledger; (7) approval and documentation of adjusting entries; (8) periodic monitoring of the system; (9) a timekeeping system that identifies employees' labor by intermediate or final cost objectives; (10) a labor distribution system that charges direct and indirect labor to the appropriate cost objectives; (11) interim (at least monthly) determination of costs charged to a contract through routine posting of books of account; (12) exclusion from costs charged to Government contracts of amounts which are not allowable in terms of Federal Acquisition Regulation (FAR) part 31, Contract Cost Principles and Procedures, and other contract provisions; (13) identification of costs by contract line item and by units (as if each unit or line item were a separate contract), if required by the contract; (14) segregation of preproduction costs from production costs, as applicable; (15) cost accounting information, as required (i) by contract clauses concerning limitation of cost (FAR 52.232-20), limitation of funds (FAR 52.232-22), or allowable cost and payment (FAR 52.216-7); and (ii) to readily calculate indirect cost rates from the books of accounts; (16) billings that can be reconciled to the cost accounts for both current and cumulative amounts claimed and comply with contract terms; (17) adequate, reliable data for use in pricing follow-on acquisitions; and (18) accounting practices in accordance with standards promulgated by the Cost Accounting Standards Board, if applicable, otherwise, Generally Accepted Accounting Principles.

(End of Text H-3)

H-4 Hiring

The Contractor shall maintain records for all personnel hired. At a minimum, the Contractor shall maintain records that support the personnel hired meet the minimum qualification of the position. These records will be made available to the Contracting Officer (KO) or designee upon request and in the event that a Service Contract Act (SCA)-exempt employee is hired the records supporting the employees qualifications shall be provided to the KO or designee no later than 10 days after the employee begins his/her employment. The term "Contractor" includes subcontractors.

(End of Text H-4)

H-5 Substitution or Addition of Key Personnel

(a) Key Personnel assigned to or utilized by the Contractor in the performance of this contract shall, as a minimum, meet the experience, education or other background requirements set forth in Attachment J.1, Statement of Work, Section 1.4 entitled "Key Personnel" and shall be fully capable of performing in an efficient, reliable and professional manner.

(b) The Contractor agrees to assign to the contract those persons whose resumes, personnel data forms or personnel qualifications statements were submitted as required by SECTION L of the solicitation to fill the Key Personnel requirements of the contract. No substitutions or additions of Key Personnel shall be made except in accordance with this clause.

(c) The Contractor agrees that during the first 90 days of the contract performance period, no personnel substitutions or additions will be performed unless such substitutions or additions are necessitated by an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (f) below.

(d) If the personnel for whatever reason become unavailable to work under the contract for a continuous period exceeding 30 work days, or are expected to devote substantially less effort to the work than indicated in the proposal, the Contractor shall propose a substitution of such personnel, in accordance with paragraph (f) below.

(e) All proposed substitutions or additions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution or addition. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution or addition, and a complete resume, including annual salary, for the proposed substitute or addition as well as any other information required by the Contracting Officer to approve or disapprove the proposed substitution or addition. All proposed substitutes or additions (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced or the average qualifications of the people in the category which is being added to.

(f) In the event a requirement to increase the specified level of effort for a designated key personnel labor category, but not the overall level of effort of the contract occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated key personnel labor category. The information required is the same as that required in paragraph (f) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated key personnel labor category.

(g) The Contracting Officer shall evaluate requests for substitution and/or addition or personnel and promptly notify the Contractor, in writing, of whether the request is approved or disapproved.

(h) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction or productive effort would impair the successful completion of the contract, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the Contractor to be at fault for the condition, the Contracting Officer may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the Contractor's action.

(End of Text H-5)

H-6 Employment of US Government Personnel Restricted

In performing this contract, the Contractor shall not use as a consultant or employ (on either a full or part time basis) any active duty U.S. Government personnel (civilian or military) without the prior written approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no laws and no DoD or U.S. Government instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

(End of Text H-6)

H-7 Government-Furnished Equipment/Vehicles

(a) The Contractor shall comply with the applicable policies and procedures provided in FAR Part 51 and with the requirements of 41 CFR 101-39 and 41 CFR 101-38.301-1, and the operator's packet furnished with each piece of equipment/vehicle. The term "Contractor" includes subcontractors.

(b) The Contractor shall establish and enforce suitable penalties for employees who use or authorize the use of government equipment/vehicles for other than performance of Government contracts, and provide the Contractor's established penalties in writing to the Contracting Officer (KO), at least 90 days prior to contract start date, together with evidence that the contractor has obtained motor vehicle liability insurance covering bodily injury and property damage, protecting the Contractor and the Government against third party claims arising from the ownership, maintenance or use of Government-furnished equipment/vehicle.

(c) Contractor-at-fault damage is damage caused by the simple negligence or willful misconduct of the contractor or its employees. Simple negligence is the absence of due care, by an act or omission, of a person which lacks that degree of care for the property that a reasonably prudent person would have taken under similar circumstances, to avoid loss, damage, or destruction of the property.

(d) The Contractor shall be responsible for parts, labor, and materials required to repair Contractor-at-fault damage.

(e) The Contractor shall make an initial determination of fault concerning whether a specific incident of damage constitutes Contractor-at-fault damage. The Contractor shall provide this initial determination of fault to the KO or designee with a damage report. If the Contractor does not find the damage to be Contractor-at-fault damage, and the KO or designee suspects that the Contractor's negligence or willful misconduct was the cause of the damage, a Report of Survey or FLIPL will be initiated.

(End of Text H-7)

H-8 Damage to Contractor Supplies, Materials, Equipment, and Property

The Government will not be responsible in any way for damages to the Contractor's supplies, materials, equipment, and property or to contractor or employees' personal belongings that are caused by fire, theft, accident, or other disaster/misfortune. The term "Contractor" includes subcontractors.

(End of Text H-8)

END OF SECTION H

SECTION I - CONTRACT CLAUSES

CLAUSE(S) INCORPORATED BY REFERENCE

Clause(s) Applicable to CLIN X001

	FAR CLAUSE	TITLE	DATE
I-1	52.216-8	Fixed Fee	JUN 2011

Clause(s) Applicable to CLIN X002

	FAR CLAUSE	TITLE	DATE
I-2	52-216-11	Cost Contract – No Fee	APR 1984

Clause(s) Applicable to All CLINs

	FAR CLAUSE	TITLE	DATE
I-3	52.202-1	Definitions	NOV 2013
I-4	52.203-3	Gratuities	APR 1984
I-5	52.203-5	Covenant Against Contingent Fees	APR 1984
I-6	52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
I-7	52.203-7	Anti-Kickback Procedures	MAY 2014
I-8	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
I-9	52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
I-10	52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
I-11	52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
I-12	52.204-2	Security Requirements	AUG 1996
I-13	52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
I-14	52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
I-15	52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
I-16	52.204-13	System for Award Management Maintenance	JUL 2013
I-17	52.208-4	Vehicle Lease Payments	APR 1984
I-18	52.208-5	Condition of Leased Vehicles	APR 1984
I-19	52.208-6	Marking of Leased Vehicles	APR 1984
I-20	52.208-7	Tagging of Leased Vehicles	MAY 1986
I-21	52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
I-22	52.209-9	Updates of Information Regarding Responsibility Matters	JUL 2013
I-23	52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	MAY 2012
I-24	52.210-1	Market Research	APR 2011
I-25	52.211-5	Material Requirements	AUG 2000
I-26	52.215-2	Audit and Records—Negotiation	OCT 2010
I-27	52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
I-28	52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
I-29	52.215-11	Price Reduction for Defective Certified Cost or Pricing Data—Modifications	AUG 2011
I-30	52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010

I-31	52.215-13	Subcontractor Certified Cost or Pricing Data—Modifications	OCT 2010
I-32	52.215-14	Integrity of Unit Prices	OCT 2010
I-33	52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
I-34	52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	JUL 2005
I-35	52.215-19	Notification of Ownership Changes	OCT 1997
I-36	52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data--Modifications	OCT 2010
I-37	52.215-23	Limitations on Pass-Through Charges	OCT 2009
I-38	52.216-7	Allowable Cost and Payment	JUN 2013
I-39	52.217-8	Option to Extend Services	NOV 1999
I-40	52.219-8	Utilization of Small Business Concerns	JUL 2013
I-41	52.219-27	Notice of Service-Disabled Veteran-Owned Small Business Set-Aside	NOV 2011
I-42	52.219-28	Post-Award Small Business Program Representation	JUL 2013
I-43	52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
I-44	52.222-2	Payment for Overtime Premiums	JUL 1990
I-45	52.222-3	Convict Labor	JUN 2003
I-46	52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	MAY 2014
I-47	52.222-17	Nondisplacement of Qualified Workers	MAY 2014
I-48	52.222-21	Prohibition Of Segregated Facilities	FEB 1999
I-49	52.222-26	Equal Opportunity	MAR 2007
I-50	52.222-35	Equal Opportunity For Veterans	SEP 2010
I-51	52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
I-52	52.222-37	Employment Reports on Veterans	SEP 2010
I-53	52.222-40	Notification of Employee Rights under the National Labor Relations Act	DEC 2010
I-54	52.222-41	Service Contract Act Of 1965, As Amended	MAY 2014
I-55	52.222-43	Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option)	SEP 2009
I-56	52.222-50	Combating Trafficking in Persons	FEB 2009
I-57	52.222-99	Establishing a Minimum Wage for Contractors (Deviation)	JUN 2014
I-58	52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
I-59	52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
I-60	52.223-6	Drug Free Workplace	MAY 2001
I-61	52.223-10	Waste Reduction Program	MAY 2011
I-62	52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
I-63	52.223-16	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products	JUN 2014
I-64	52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts	MAY 2008
I-65	52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	AUG 2011
I-66	52.223-19	Compliance With Environmental Management Systems	MAY 2011
I-67	52.224-1	Privacy Act Notification	APR 1984
I-68	52.224-2	Privacy Act	APR 1984
I-69	52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
I-70	52.227-1	Authorization and Consent	DEC 2007
I-71	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	DEC 2007
I-72	52.227-3	Patent Indemnity	APR 1984
I-73	52.227-14	Rights in Data – General	DEC 2007
I-74	52.228-5	Insurance – Work on a Government Installation	JAN 1997
I-75	52.228-7	Insurance – Liability to Third Persons	MAR 1996

I-76	52.228-9	Cargo Insurance	MAY 1999
I-77	52.232-9	Limitation On Withholding Of Payments	APR 1984
I-78	52.232-17	Interest	MAY 2014
I-79	52.232-18	Availability Of Funds	APR 1984
I-80	52.232-20	Limitation of Cost	APR 1984
I-81	52.232-23	Assignment of Claims	MAY2014
		Alternate I	APR 1984
I-82	52.232-25	Prompt Payment	JUL 2013
		Alternate I	FEB 2002
I-83	52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
I-84	52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
I-85	52.232-40	Providing Accelerated Payment to Small Business Subcontractors	DEC 2013
I-86	52.233-1	Disputes	MAY 2014
		Alternate I	DEC 1991
I-87	52.233-3	Protest After Award	AUG 1996
		Alternate I	JUN 1985
I-88	52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
I-89	52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
I-90	52.237-3	Continuity Of Services	JAN 1991
I-91	52.239-1	Privacy or Security Safeguards	AUG 1996
I-92	52.242-1	Notice of Intent to Disallow Cost	APR 1984
I-93	52.242-3	Penalties for Unallowable Costs	MAY 2014
I-94	52.242-4	Certification of Final Indirect Costs	JAN 1997
I-95	52.242-13	Bankruptcy	JUL 1995
I-96	52.243-2	Changes – Cost Reimbursement	AUG 1987
		Alternate I	APR 1984
I-97	52.244-2	Subcontracts	OCT 2010
		Alternate I	JUN 2007
I-98	52.244-5	Competition In Subcontracting	DEC 1996
I-99	52.244-6	Subcontracts for Commercial Items	DEC 2013
I-100	52.245-1	Government Property	APR 2012
I-101	52.245-9	Use and Charges	APR 2012
I-102	52.246-25	Limitation Of Liability—Services	FEB 1997
I-103	52.247-14	Contractor Responsibility for Receipt of Shipment	APR 1984
I-104	52.247-15	Contractor Responsibility for Loading and Unloading	APR 1984
I-105	52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
I-106	52.248-1	Value Engineering	OCT 2010
I-107	52.249-6	Termination (Cost Reimbursement)	MAY 2004
I-108	52.249-14	Excusable Delays	APR 1984
I-109	52.251-1	Government Supply Sources	APR 2012
I-110	52.253-1	Computer Generated Forms	JAN 1991

Clause(s) Applicable to All CLINs

	DFARS CLAUSE	**TITLE**	**DATE**
I-111	252.201-7000	Contracting Officer's Representative	DEC 1991
I-112	252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
I-113	252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
I-114	252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013

I-115	252.203-7003	Agency Office of the Inspector General	DEC 2012
I-116	252.204-7000	Disclosure Of Information	AUG 2013
I-117	252.204-7002	Payment for Subline Items Not Separately Priced	DEC 1991
I-118	252.204-7003	Control Of Government Personnel Work Product	APR 1992
I-119	252.204-7004	Alternate A, System for Award Management	MAY 2013
I-120	252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
I-121	252.204-7012	Safeguarding of Unclassified Controlled Technical Information	NOV 2013
I-122	252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
I-123	252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
I-124	252.211-7003	Item Identification and Valuation	DEC 2013
I-125	252.211-7007	Reporting of Government Furnished Property	AUG 2012
I-126	252.215-7000	Pricing Adjustments	DEC 2012
I-127	252.215-7002	Cost Estimating System Requirements	DEC 2012
I-128	252.219-7010	Alternate A	JUN 1998
I-129	252.223-7001	Hazard Warning Labels	DEC 1991
I-130	252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994
I-131	252.223-7004	Drug-Free Work Force	SEP 1988
I-132	252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 2012
I-133	252.225-7005	Identification Of Expenditures In The United States	JUN 2005
I-134	252.225-7012	Preference for Certain Domestic Commodities	FEB 2013
I-135	252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
I-136	252.227-7013	Rights in Technical Data - Noncommercial Items	FEB 2014
I-137	252.227-7016	Rights in Bid or Proposal Information	JAN 2011
I-138	252.227-7030	Technical Data – Withholding of Payment	MAR 2000
I-139	252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
I-140	252.231-7000	Supplemental Cost Principles	DEC 1991
I-141	252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
I-142	252.232-7010	Levies on Contract Payments	DEC 2006
I-143	252.234-7002	Earned Value Management System	MAY 2011
I-144	252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
I-145	252.242-7004	Material Management And Accounting System	MAY 2011
I-146	252.242-7005	Contractor Business Systems	FEB 2012
I-147	252.242-7006	Accounting System Administration	FEB 2012
I-148	252.243-7001	Pricing Of Contract Modifications	DEC 1991
I-149	252.243-7002	Requests for Equitable Adjustment	DEC 2012
I-150	252.244-7000	Subcontracts for Commercial Items	JUN 2013
I-151	252.244-7001	Contractor Purchasing System Administration	JUN 2012
I-152	252.245-7001	Tagging, Labeling, and Marketing of Government-Furnished Property	APR 2012
I-153	252.245-7002	Reporting Loss of Government Property	APR 2012
I-154	252.245-7003	Contractor Property Management System Administration	APR 2012
I-155	252.245-7004	Reporting, Reutilization, and Disposal	MAY 2013
I-156	252.247-7023	Transportation of Supplies by Sea Alternate I	JUN 2013 MAR 2000
I-157	252.247-7024	Notification of Transportation of Supplies by Sea	MAR 2000
I-158	252.251-7000	Ordering From Government Supply Sources	AUG 2012

CLAUSE(S) INCORPORATED BY FULL TEXT

Clause(s) Applicable to All CLINs

I-159 FAR 52.217-9 -- Option to Extend the Term of the Contract (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of the end of the performance period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of Clause)

I-160 FAR 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

SCA Labor Category	Equivalent Federal Category	Grade	Labor Rate*	Fringe @ 42%	Total Rate
Materials Handler	Materials Handler	WG02	$14.40	$6.05	$20.45

*Includes 2014 locality pay for Scranton-Wilkes Barre, Pennsylvania (RUS) Wage Area

(End of Clause)

I-161 FAR 52.252-2 -- Clauses Incorporated by Reference (FEB 1998)

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

(End of Clause)

I-162 DLAD 52.204-9000 -- Contractor Personnel Security Requirements (APR 2014)

(a) Work to be performed under this contract or task order may, in full or in part, be performed at the Defense Logistics Agency (DLA) Headquarters (HQ) or other DLA field activity office(s), with physical access to a Federally-controlled facility. Prior to beginning work on a contract, DLA and its field activity offices require all contractor personnel working on the Federally-controlled facility to have a favorably adjudicated National Agency Check with Written Inquiries (NACI) or NACI equivalent.
(b) Additionally, in accordance with Department of Defense (DoD) Regulation 5200.2-R, Personnel Security Programs, and DLA Issuance 4314, Personnel Security Program, all DoD Contractor personnel who have access to Federally-controlled information systems must be assigned to positions which are designated at one of three information technology (IT) levels, each requiring a certain level of investigation and clearance, as follows:

(1) IT-I for an IT position requiring a single scope background investigation (SSBI) or SSBI equivalent;
(2) IT-II for an IT position requiring a National Agency check with law and credit (NACLC) or NACLC equivalent; and

(3) IT-III for an IT position requiring a NACI or equivalent.

Note: IT levels will be designated according to the criteria in DoD 5200.2-R.

(c) Previously completed security investigations may be accepted by the Government in lieu of new investigations if determined by the DLA Intelligence Personnel Security Office to be essentially equivalent in scope to the contract requirements. The length of time elapsed since the previous investigation will also be considered in determining whether a new investigation is warranted. To assist the Government in making this determination, the Contractor must provide the following information to the respective DLA Personnel Security Office immediately upon receipt of the contract. This information must be provided for each Contractor employee who will perform work on a Federally-controlled facility and/or will require access to Federally-controlled information systems:

(1) Full name, with middle name, as applicable, with social security number;
(2) Citizenship status with date and place of birth;
(3) Proof of the individual's favorably adjudicated background investigation or NACI, consisting of identification of the type of investigation performed, date of the favorable adjudication, and name of the agency that performed the investigation;
(4) Company name, address, phone and fax numbers with email address;
(5) Location of on-site workstation or phone number if off-site (if known by the time of award); and
(6) Delivery order or contract number and expiration date; and name of the Contracting Officer.

(d) The Contracting Officer will ensure that the contractor is notified as soon as a determination is made by the assigned or cognizant DLA Personnel Security Office regarding acceptance of the previous investigation and clearance level.

(1) If a new investigation is deemed necessary, the Contractor and Contracting Officer will be notified by the respective DLA Personnel Security Office after appropriate checks in DoD databases have been made.
(2) If the Contractor employee requires access to classified information and currently does not have the appropriate clearance level and/or an active security clearance, the DLA Personnel Security Office will relay this information to the Contractor and Contracting Officer for further action.
(3) The Contracting Officer will ensure that the respective DLA Personnel Security Office initiates the investigation for the required clearance level(s) of the Contractor personnel.
(4) It is the Contractor's responsibility to ensure that adequate information is provided and that each Contractor employee completes the appropriate paperwork, as required either by the Contracting Officer or the DLA Personnel Security Office, in order to begin the investigation process for the required clearance level.

(e) The Contractor is responsible for ensuring that each Contractor employee assigned to the position has the appropriate security clearance level.

(f) The Contractor shall submit each request for IT access and investigation through the contracting officer to the assigned or cognizant DLA Personnel Security Office. Requests shall include the following information and/or documentation:

(1) Standard Form (SF) 85, Questionnaire for Non-Sensitive Positions, or the SF 86, Questionnaire for National Security Positions (see note below);
(2) Proof of citizenship (i.e., an original or a certified copy of a birth certificate, passport, or naturalization certificate); and
(3) Form FD-258, fingerprint card (however, fingerprinting can be performed by the cognizant DLA Personnel Security Office).

(Note to (f)(1) above: An investigation request is facilitated through use of the SF 85 or the SF 86. These forms with instructions as well as the Optional Form (OF) 306, Declaration for Federal Employment, which is required with submission of the SF85 or SF 86, are available at the Office of Personnel Management's (OPM) system called Electronic – Questionnaires for Investigations Processing (e-QIP). Hard copies of the SF85 and SF86 are available at OPM's web-site, www.opm.gov, but hard copies of the forms are not

accepted.)

(g) Required documentation, listed above in paragraphs (f) (1) through (3), must be provided by the Contractor as directed by the Contracting Officer to the cognizant DLA Personnel Security Office at the time of fingerprinting or prior to the DLA Security Office releasing the investigation to the Office of Personnel Management.

(h) Upon completion of the NACI, NACLC, SSBI, or other sufficient, appropriate investigation, the results of the investigation will be forwarded by the office performing the investigation to either the appropriate adjudication facility for eligibility determination or the DLA Intelligence Security Division for review and determination regarding the applicant's suitability to occupy an unescorted entry position in performance of the DLA contract. Contractor personnel shall not commence work on this effort until the investigation has been favorably adjudicated or has been waived into the position pending completion of adjudication. The DLA Intelligence Personnel Security Office will ensure that results of investigations will be sent by the office performing the investigation to the Defense Industrial Security Clearance Office (DISCO) or DLA Intelligence Personnel Security Office.

(i) A waiver for an IT-I or IT-II position to allow assignment of an individual Contractor employee to commence work prior to completion of the investigation may be granted in emergency situations when it is determined that a delay would be harmful to national security. A request for waiver will be considered only after the Government is in receipt of the individual Contractor employee's completed forms. The request for a waiver must be approved by the Commander/Director or an authorized representative of the site. The cognizant DLA Personnel Security Office reserves the right to determine whether a waiver request will be forwarded for processing, however, there will be no waiver for an IT-III position. The individual Contractor employee for which the waiver is being requested may not be assigned to a position, that is, physically work at the Federally-controlled facility and/or be granted access to Federally-controlled information systems, until the waiver has been approved.

(j) The requirements of this clause apply to the prime Contractor and any subcontractors the prime Contractor may employ during the course of this contract, as well as any temporary employees that may be hired by the Contractor. The Government retains the right to request removal of Contractor personnel, regardless of prior clearance or adjudication status whose actions, while assigned to this contract, who are determined by the Contracting Officer to conflict with the interests of the Government. If such removal occurs, the Contractor shall assign qualified personnel, with the required investigation, to any vacancy.

(k) All Contractor personnel who are granted access to Government and/or Federally-controlled information systems shall observe all local automated information system (AIS) security policies and procedures as provided by the DLA site Information Systems Security Officer. Violations of local AIS security policy, such as password sharing, performing personal work, file access violations, or browsing files outside the scope of the contract, will result in removal of the Contractor employee from Government property and referral to the Contractor for appropriate disciplinary action. Actions taken by the Contractor in response to a violation will be evaluated and will be reflected in the Contractor's performance assessment for use in making future source selection decisions. In addition, based on the nature and extent of any violations of AIS security policy, the Government will consider whether it needs to pursue any other actions under the contract such as a possible termination.

(l) The Contractor is also required to obtain a common access card (CAC) for each contractor employee in accordance with procedures established at the DLA HQ or field activity office. When a CAC is required, the Contracting Officer will ensure that the contractor follows the requirements of Homeland Security Presidential Directive 12.

(m) Contractor personnel must additionally receive operations security (OPSEC) and information security (INFOSEC) awareness training. The DLA annual OPSEC refresher training and DLA annual INFOSEC training will satisfy these requirements and are available through the DLA Intelligence Office.

(n) When a Contractor employee who has been granted a clearance is removed from the contract, the Contractor shall provide an appropriately trained substitute who has met or will meet the investigative requirements of this clause. The substitute may not begin work on the contract

without written documentation, signed by the Contracting Officer, stating that the new Contractor employee has met one of the criteria set forth in paragraphs (c), (d), or (i) of this clause, (i.e., acceptance of a previously completed security investigation, satisfactory completion of a new investigation, or a waiver allowing work to begin pending completion of an investigation). Contractor individual employees removed from this contract as a result of a violation of local AIS security policy are removed for the duration of the contract.
(o) The following shall be completed for every employee of the Government contractor working on this contract upon contract expiration. Additionally, the Contractor shall notify the contracting officer in writing, within 12 hours, whenever a Contractor employee working on this contract resigns, is reassigned, is terminated or no longer The Contractor shall notify the contracting officer in writing, within 12 hours, when a Contractor employee working on this contract resigns, is reassigned, terminated or no longer requires admittance to the Federally-controlled facility or access to Federally-controlled information systems. When the Contractor employee departs, the Contractor will relay departure information to the cognizant DLA Security Office so appropriate databases can be updated. The Contractor will ensure each departed employee has completed the DLA J6 Out-Processing Checklist, when applicable, for the necessary security briefing, has returned any Government-furnished equipment, returned the DoD CAC and DLA (or equivalent) badge, returned any DoD or DLA vehicle decal, and requested deletion of local area network account with a prepared Department of Defense (DD) form 2875. The Contractor will be responsible for any costs involved for failure to complete the out-processing, including recovery of Government property and investigation involved.
(p) These Contractor security requirements do not excuse the Contractor from meeting the delivery schedule set forth in the contract, or waive the delivery schedule in any way. The Contractor shall meet the required delivery schedule unless the contracting officer grants a waiver or extension.
(q) The Contractor shall not bill for personnel, who are not working on the contract while that Contractor employee's clearance investigation is pending.

(End of Clause)

I-163 DLAD 52.215-9016 -- Notice to Contractors and Defense Finance Accounting Services (DFAS) (NOV 2011)

Per Federal Acquisition Regulation (FAR) 15.204-1, Part IV of the solicitation/offer has been removed and retained in the contract file. Section K is hereby incorporated by reference. Therefore, the page numbers indicated on the front of the award and on the last page of the continuation sheet will not reflect the actual number of pages in the award document.

(End of Clause)

I-164 DLAD 52.217-9017 -- Tailored Logistics Support Purchasing Reviews (NOV 2011)

(a) From the commencement of performance of this contract until 3 years after the final contract payment, the Contractor shall allow the Contracting Officer, Administrative Contracting Officer, Defense Contract Management Agency (DCMA), Defense Contract Audit Agency (DCAA), and any other duly authorized representative of the Contracting Officer access to all records and information pertaining to those items or services for which the Government is relying on the Contractor's purchasing system to determine that competition was obtained or to justify that prices are fair and reasonable. The Contractor shall maintain records subject to this clause for not less than 3 years after the contract final payment.

(b) The Contracting Officer may conduct reviews of purchased items or services provided under this contract regardless of dollar value that meet the criteria in paragraph 1 of this clause to ascertain whether the Contractor has obtained the best value. The Contractor shall seek competition to the maximum extent practicable for all purchases. Contractor purchases of any

supplies or services shall solicit a competitive quotation from at least two independently-competing firms. For other than sole source items, the request for quotations shall, to the extent practical, solicit offers from different manufacturers or producers. If the Contractor is unable to obtain quotes for competing items from two or more such independently-competing firms, the Contractor shall retain supporting documentation for its rationale for selection of the suppliers solicited and chosen to supply the items, and for its determination that the price was fair and reasonable. The Contractor is responsible for maintaining this same documentation for all sole source/non-competitive actions. The following price reasonableness and documentation requirements are applicable to all purchases, regardless of dollar value:

(1) A price is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business. The Contracting Officer will examine the prices with particular care in connection with buys that may not be subject to effective competition restraints. The Contractor's price will not be presumed to be reasonable. If an initial review of the facts results in a challenge of a specific price by the Contracting Officer or the Contracting Officer's representative, the burden of proof shall be upon the Contractor to establish that the price is reasonable under the standards in Federal Acquisition Regulation (FAR) Subpart 15.4 and FAR 31.201-3.

(2) The Contractor shall keep the documentation to a minimum, but shall retain data supporting the purchases either by paper or electronically. At a minimum, price quotations and invoices shall be retained. Should the Contractor receive an oral price quotation, the Contractor shall document who the supplier or subcontractor is by complete name, address, telephone number, price, terms and other conditions quoted by each vendor. Price quotes for supplies shall be broken down by individual items, shipping costs, and any other included expenses. Price quotes for incidental services which are not pre-priced in the contract shall include labor hours and costs or prices, as applicable, including the total price of the job, individual pricing for the portions of the work if applicable, materials, and all other elements of cost, overhead, and profit. This price breakdown documentation shall be made for each subcontractor performing work on this contract.

(c) When the Contractor is purchasing from subcontractors or other sources and receives a discount or rebates, the Contractor shall immediately pass these savings to the Government in the contract price and invoice for payment. The Contractor is required to use diligence in the selection of the most economical method of delivery of the product or services by selecting a best value method of delivery based on the urgency and nature of the work or product required. When labor hours are involved in the work to be accomplished and the Contractor has not already pre-priced the effort to use its own labor force, the Contractor shall provide the labor at rates required by the contract (for example, Service Contract Act or Davis-Bacon Act rates) or at rates based on competition if mandatory rates are not required by the contract.

(d) If the Contracting Officer determines that the purchased product or service is unreasonably priced, the Contractor shall refund to the Government the amount the Contracting Officer determines is in excess of a reasonable price. The Contracting Officer shall notify the Contractor in writing in accordance with FAR 32.610, giving the basis for the determination and the amount to be refunded. The Contractor shall make the refund payment in accordance with directions from the Contracting Officer, and shall provide proof of the refund payment to the Contracting Officer. The Contracting Officer may collect the amount due using all available means in accordance with FAR Subpart 32.6. FAR 52.232-17, Interest, is applicable to payments not made within 30 days of the demand for payment. Any disputes arising under this provision shall be handled in accordance with the "Disputes" clause of this contract.

(e) At the midpoint of each performance period if the period is a year or less long or annually if the performance period is more than a year, upon receipt of notification from the Contracting Officer of the intent to exercise an option, or if otherwise requested, the Contractor shall provide

the Contracting Officer an affirmation in the following form, signed by an authorized representative of the Contractor:

"To the best of my knowledge and belief, during the period beginning _____ (insert date) and ending_____(insert date), _____(insert Contractor's name) furnished all supplies or services called for by Contract number _____ in accordance with all applicable requirements. I further affirm that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and item identification, and are in the quantity required. The items and services were competed or prices are justified as fair and reasonable in accordance with the requirements of _____(name/number of the clause)."

(End of Clause)

I-165 DLAD 52.232-9010 Accelerated Payments to Small Business (APR 2014)

In order to implement Department of Defense policy providing for accelerated payments to small businesses, the Government may issue awards that reflect payment terms of Net 30 days, regardless of the payment terms offered by the vendor. This is required so the Government can make accelerated payment to small businesses in accordance with Defense Federal Acquisition Regulation Supplement (DFARS) 232.906(a)(ii) as soon as practicable on contracts or orders for which fast pay procedures do not apply, following receipt of a proper invoice and completion of receipt and acceptance documentation as required for payment by Federal Acquisition Regulation (FAR) 32.905. The Government's intent to make accelerated payment does not alter the rules for imposition of interest pursuant to the Prompt Payment Act as set out in the contract or order and FAR Subpart 32.9.

(End of Clause)

I-166 DLAD 52.245-9008 Use of Government Facilities on a No Charge Basis (NOV 2011)

[X] (a) The Contractor is authorized to use, on a rent-free basis, in the performance of this contract, the Government-owned facilities provided under contract number.
[ ] (b) This contract is for a foreign military sales (FMS) requirement. The Contractor is authorized to use the Government-owned facilities provided under contract number. As rental for use thereof, the Contractor must remit monthly the sum of $ to the ACO of the office designated for the administration of this contract.

(End of Clause)

I-167 DLAD 52.247-9012 -- Requirements for Treatment of Wood Packaging Material (WPM) (FEB 2007)

(a) THIS CLAUSE ONLY APPLIES WHEN WOOD PACKAGING MATERIAL (WPM) WILL BE USED TO MAKE SHIPMENTS UNDER THIS CONTRACT AND/OR WHEN WPM IS BEING ACQUIRED UNDER THIS CONTRACT."
(b) Definition.
Wood packaging material (WPM) means wood pallets, skids, load boards, pallet collars, wooden boxes, reels, dunnage, crates, frame and cleats. The definition excludes materials that have undergone a manufacturing process, such as corrugated fiberboard, plywood, particleboard, veneer, and oriented strand board (OSD).
(c) All Wood Packaging Material (WPM) used to make shipments under DOD contracts and/or acquired by DOD must meet requirements of International Standards for Phytosanitary Measures (ISPM) 15, "Guidelines for Regulating Wood Packaging Materials in International Trade." DOD

shipments inside and outside of the United States must meet ISPM 15 whenever WPM is used to ship DOD cargo.
(1) All WPM shall comply with the official quality control program for heat treatment (HT) or kiln dried heat treatment (KD HT) in accordance with American Lumber Standard Committee, Incorporated (ALSC) Wood Packaging Material Program and WPM Enforcement Regulations (see http://www.alsc.org/).
(2) All WPM shall include certification/quality markings in accordance with the ALSC standard. shall be applied to the stringer or block on diagonally opposite sides of the pallet and be contrasting and clearly visible. All containers shall be marked on a side other than the top or bottom, contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with ISPM 15 and be marked with an ASLC approved DUNNAGE stamp.
(d) Failure to comply with the requirements of this restriction may result in refusal, destruction, or treatment of materials at the point of entry. The Agency reserves the right to recoup from the Contractor any remediation costs incurred by the Government."

(End of Clause)

I-168 DLAD 52.249-9000 -- Administrative Costs of Reprocurement after Default (MAY 1988)

If this contract is terminated in whole or in part for default pursuant to the clause included herein entitled "Default," and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, as provided in paragraph (b) of the "Default" clause of the contract, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of [insert administrative cost figure] as payment in full for the administrative costs of such repurchase. *This assessment of damages for administrative costs shall* apply for any termination for default following which the Government repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed.

(End of Clause)

Text Applicable to All CLINs

I-169 Illegal Items not Authorized on Federal Installation
Illegal drugs, guns or other contraband are not authorized on this Federal installation. It is the contractor's responsibility to ensure that its employees working on-site at this installation are U. S. citizens or legal aliens with no outstanding warrants. This installation is manned by a DoD Police Force who possesses apprehension authority, which includes holding suspects for local authorities. The local authorities can issue a citation that charges the individual with a specific offense and requires the individual to appear before a Federal Magistrate. This agency processes illegal aliens in accordance with INS instructions.

(End of Text I-169)

I-170 Management of Contractor Employees

The Contractor personnel are employees of the Contractor and under the administrative control and supervision of the Contractor. The Contractor, through its personnel, shall perform the tasks prescribed in the Performance Work Statement/Statement Of Work. The Contractor shall select, supervise, and exercise control and direction over its employees under this contract. The Contractor shall not supervise, direct, or control the activities of the Government personnel or the employee of any other contractor, except any subcontractor employed by the Contractor on this contract. The Government shall not exercise any supervision or control over the Contractor in the performance of contractual services under this contract. The Contractor is accountable to the Government for the actions of its personnel.

(End of Text I-170)

I-171 Mark Contract Number on All Correspondence

Contractor must mark the contract or purchase order number on all paperwork and shipments. The order number must appear on the exterior of the shipment. Failure to follow these instructions will hold up payment to you and could result in the return of merchandise at your expense.

(End of Text I-171)

END OF SECTION I

SECTION J - LIST OF ATTACHMENTS

CLAUSE(S) INCORPORATED BY FULL TEXT

J-1 DLAD 52.215-9017 -- List of Documents, Exhibits, and Other Attachments (April 2008)

(a) This solicitation/award consists of the following documents, exhibits, and other attachments:

NUMBER	TITLE	DATE	NUMBER OF PAGES
Attachment J.1	Section C – Statement of Work (SOW)	6/13/14	12
Attachment J.2	CDRL A001 – A004		4
Attachment J.3	Wage Determination CBA 2013-6307	11/8/13	37
Attachment J.4	Past Performance Questionnaire	N/A	6

(End of Clause)

(End of Text J-1)

END OF SECTION J

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

PROVISION(S) INCORPORATED BY REFERENCE

Provision(s) Applicable to All CLINs

	FAR PROVISION	TITLE	DATE
K-1	52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	SEPT 2007
K-2	52.222-38	Compliance with Veteran's Employment Reporting Requirements	DEC 2001
K-3	52.223-4	Recovered Material Certification	MAY 2008

	DFARS PROVISION	TITLE	DATE
K-4	252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
K-5	252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
K-6	252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005

PROVISIONS INCORPORATED BY FULL TEXT

Provisions Applicable to All CLINs

K-7 FAR 52.204-8 -- Annual Representatives and Certifications (MAY 2014)/DFARS 252.204-7007 – Alternative A, Annual Representations and Certifications (MAR 2014)

(a)
(1) The North American Industry classification System (NAICS) code for this acquisition is 493110
(2) The small business size standard is 25.5 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 certification 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) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
(iv) 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.
(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.
(vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
(vii) 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.
(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
(ix) 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.
(x) 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.
(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
(xii) 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.
(xiii) 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.
(xiv) 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.
(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
(xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
(xvii) 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 $79,507, the provision with its Alternate II applies.
(D) If the acquisition value is $79,507 or more but is less than $100,000, the provision with its Alternate III applies.
(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.
(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.
(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—
(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and
(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.
(2) The following certifications are applicable as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]
___ (i) 52.219-22, Small Disadvantaged Business Status.
___ (A) Basic.
___ (B) Alternate I.
___ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
___ (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.
___ (iv) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.
___ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
___ (vi) 52.227-6, Royalty Information.
___ (A) Basic.
___ (B) Alternate I.
___ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.
(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:
(i) 252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country. Applies to all solicitations expected to result in contracts of $150,000 or more.
(ii) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus—Representation. Applies to all solicitations with institutions of higher education.
(iii) 252.216-7008, Economic Price Adjustment—Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.
(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.
(v) 252.229-7012, Tax Exemptions (Italy)—Representation. Applies to solicitations and contracts when contract performance will be in Italy.
(vi) 252.229-7013, Tax Exemptions (Spain)—Representation. Applies to solicitations and contracts when contract performance will be in Spain.
(vii) 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: [*Contracting Officer check as appropriate*.]
___ (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 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 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

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

(End of Provision)

K-8 FAR 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 proceeding 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 (FAPIIS) 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 FAPIIS as required through maintaining an active registration in the System for Award Management database via https://www.acquisition.gov (see 52.204-7).

(End of Provision)

K-9 DFARS 252.227-7017 -- Identification and Assertion of Use, Release, or Disclosure Restrictions (JAN 2011)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation—
(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.
(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.
(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the
Small Business Innovation Research Program, the notification and identification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.
(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.
(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:
Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.
The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****

(LIST)*****	(LIST)	(LIST)	(LIST)

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.
**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.
***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).
****Corporation, individual, or other person, as appropriate.
*****Enter "none" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

_____

Signature _____

(End of identification and assertion)
(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.
(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of Provision)

K-10 DFARS 252.247-7022 -- Representation of Extent of Transportation by Sea (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.
(b) *Representation.* The Offeror represents that it—
_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of Provision)

K-11 DLAD 52.233-9001 -- DISPUTES: Agreement to Use Alternative Dispute Resolution (ADR) (NOV 2011)

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.
(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the Contractor (see Federal Acquisition Regulation (FAR) clause 52.233-1), or, for the Agency, by the Contracting Officer, and approved at a level above the Contracting Officer after consultation with the ADR Specialist and with legal. Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the Contracting Officer before determining ADR to be inappropriate.
(c) The offeror should check here to opt out of this clause:
[ ] Alternate wording may be negotiated with the Contracting Officer.

(End of Provision)

END OF SECTION K

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

PROVISION(S) INCORPORATED BY REFERENCE

Provision(s) Applicable to All CLINs

	FAR PROVISION	TITLE	DATE
L-1	52.204-7	System for Award Management	JUL 2013
L-2	52.211-7	Alternatives to Government Unique Standards	NOV 1999
L-3	52.215-1	Instructions to Offerors - Competitive Acquisition	JAN 2004
L-4	52.215-16	Facilities Capital Cost of Money	JUN 2003
L-5	52.215-22	Limitations on Pass-Through Charges – Identification of Subcontract Effort	OCT 2009
L-6	52.222-24	Pre-Award On-site Equal Opportunity Compliance Evaluation	FEB 1999
L-7	52.222-46	Evaluation of Compensation for Professional Employees	FEB 1993
L-8	52.237-10	Identification of Uncompensated Overtime	OCT 1997

PROVISION(S) INCORPORATED IN FULL TEXT

Provision(s) Applicable to All CLINs

L-9 FAR 52.211-1 -- Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR part 101-29 (AUG 1998)

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service
Specifications Section, Suite 8100
470 East L'Enfant Plaza SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978.

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

(End of Provision)

L-10 FAR 52.211-2 -- Availability of Specifications, Standards, and Data Item Descriptions Listed in the Acquisition Streamlining and Standardization Information System (ASSIST) (APR 2014)

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:
(1) ASSIST (https://assist.dla.mil/online/start/);
(2) Quick Search (http://quicksearch.dla.mil/);
(3) ASSISTdocs.com (http://assistdocs.com).
(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—
(1) Using the ASSIST Shopping Wizard (https://assist.dla.mil/wizard/index.cfm);
(2) Phoning the DoDSSP Customer Service Desk (215) 697-2197, Mon-Fri, 0730 to 1600 EST; or

(3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462

(End of Provision)

L-11 FAR 52.215-20 -- Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data Alternate IV (OCT 2010)

(a) Submission of certified cost or pricing data is not required.
(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.
(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include—
(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;
(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;
(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.
(b) Provide data described below:
(1) The offeror shall prepare and submit data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in FAR 15.403-3, which is incorporated by reference with the same force and effect as though it were inserted here in full text.

(End of Provision)

L-12 FAR 52.216-1 -- Type of Contract (APR 1984)

The Government contemplates the award of a Cost-Plus-Fixed-Fee (CPFF) contract with a Cost Reimbursement Line Item for Material Support to result from this solicitation.

(End of Provision)

L-13 FAR 52.233-2 -- Service of Protest (SEP 2006)

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

DLA Distribution J7
J Ave., Bldg. 404
Attn: Margaret K. Ross,

New Cumberland, PA 17070-5000
(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 FAR 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

(End of Provision)

L-15 DLAD 52.233-9000 -- Agency Protests (NOV 2011)

(a) Companies protesting this procurement may file a protest
(1) with the Contracting Officer,
(2) with the Government Accountability Office (GAO), or
(3) pursuant to Executive Order Number 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office.
(b) Protests filed with the agency should clearly state that they are an "Agency Level Protest under Executive Order Number 12979."
(c) Defense Logistics Agency (DLA) procedures for Agency Level Protests filed under Executive Order Number 12979 allow for a higher level decision on the initial protest than would occur with a protest to the Contracting Officer; this process is not an appellate review of a Contracting Officer's decision on a protest previously filed with the Contracting Officer. Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the Contracting Officer.

(End of Provision)

L-16 Communications Between the Government and Offerors

1. Questions regarding this solicitation prior to proposal submission may occur for the purpose of clarifying elements of the solicitation.

   a. Questions shall be submitted by electronic mail to the Acquisition Specialist, David R. Gilson via email at david.gilson@dla.mil with the appropriate subject: SP3300-15-R-5004 Solicitation Question; **Questions must be received by 4:00 p.m. eastern local time on September 5, 2014. Questions received after this date and time will not receive a response.** Answers to questions will be posted to the FBO website via an amendment to the solicitation.

   b. Offerors shall submit questions in an MS Word Table landscape format with the following column headings:

Question	RFP Page	RFP Para Reference	Name of Firm	POC	Tel No.	Fax No.	e-mail

c. No information concerning this RFP or requests for clarification will be provided in response to offeror-initiated telephone calls. All such requests must be made by electronic mail in the format noted above and submitted to the above email address.

2. **The hour and date for receipt of offers is 4:00 p.m. eastern local time on September 22, 2014. <u>HARD COPY OFFERS MUST BE RECEIVED IN THIS OFFICE BY THIS DATE AND TIME. Facsimile and email submissions of proposals will not be accepted.</u>**

Proposals sent via US Postal Service or Commercial Carrier (i.e., FedEx, UPS, DHL, etc.) shall be addressed to the Procuring Contracting Officer (PCO), Ms. Margaret K. Ross and mailed to:

DLA DISTRIBUTION
ATTN: Margaret Ross
ACQUISTION OPERATIONS
5404 J AVENUE, BLDG 404
NEW CUMBERLAND, PA 17070-5059

If the offeror plans to hand deliver the proposal, they shall contact the Acquisition Specialist via e-mail (david.gilson@dla.mil) at least one (1) business day in advance to coordinate the proposal delivery.

3. **The packaging of the proposals must be clearly marked with the Offeror's Name and solicitation number and the following statement:**

"FOR OFFICIAL USE ONLY -- SOURCE SELECTION INFORMATION - SEE FAR 2.101 AND FAR 3.104"

4. In order to be eligible for award, the offeror must have an acceptable accounting system. In accordance with DFARS 252.242-7006, *Accounting System Administration*, an acceptable accounting systems is one that provides for (1) a sound internal control environment, accounting framework, and organizational structure; (2) proper segregation of direct costs from indirect costs; (3) identification and accumulation of direct costs by contract; (4) a logical and consistent method for the accumulation and allocation of indirect costs to intermediate and final cost objectives; (5) accumulation of costs under general ledger control; (6) reconciliation of subsidiary cost ledgers and cost objectives to general ledger; (7) approval and documentation of adjusting entries; (8) periodic monitoring of the system; (9) a timekeeping system that identifies employees' labor by intermediate or final cost objectives; (10) a labor distribution system that charges direct and indirect labor to the appropriate cost objectives; (11) interim (at least monthly) determination of costs charged to a contract through routine posting of books of account; (12) exclusion from costs charged to Government contracts of amounts which are not allowable in terms of Federal Acquisition Regulation (FAR) part 31, Contract Cost Principles and Procedures, and other contract provisions; (13) identification of costs by contract line item and by units (as if each unit or line item were a separate contract), if required by the contract; (14) segregation of preproduction costs from production costs, as applicable; (15) cost accounting information, as required (i) by contract clauses concerning limitation of cost (FAR 52.232-20), limitation of funds (FAR 52.232-22), or allowable cost and payment (FAR 52.216-7); and (ii) to readily calculate indirect cost rates from the books of accounts; (16) billings that can be reconciled to the cost accounts for both current and cumulative amounts claimed and comply with contract terms; (17) adequate, reliable data for use in pricing follow-on acquisitions; and (18) accounting practices in accordance with standards promulgated by the Cost Accounting Standards Board, if applicable, otherwise, Generally Accepted Accounting Principles.

5. It is expected that there will be adequate competition therefore; certified cost and price data may not be required. However, if at a later time it is determined that such data is required, the PCO reserves the right to require additional detailed cost data in accordance with FAR 52.215-20, and request an audit as determined necessary by the PCO.

6. If an offeror has any questions regarding this solicitation or believes that the requirements in this instruction contains an error or omission, the offeror shall immediately notify the Acquisition Specialist, David R. Gilson (david.gilson@dla.mil) in writing in the format provided in paragraph 1 above. If an offeror believes that the requirements in this instruction are otherwise unsound, the offeror shall immediately notify the PCO, Ms. Margaret K. Ross (margaret.ross@dla.mil), in writing with supporting rationale. **The offeror is reminded that the Government reserves the right to award this effort based on the initial proposal, as received, without discussions.**

7. Submission of a proposal that does not contain all of the items requested in this section may result in elimination from consideration for award.

(End of Text L-16)

L-17 PROPOSAL PREPARATION REQUIREMENTS

1. Organization/Number of Copies/Page Limits: The offeror shall prepare the proposal as set forth in the Proposal Organization Table below. The titles and contents and number of copies required for each volume are defined in this table. Proposals shall be submitted as four separate volumes as follows:

VOLUME	TITLE	PAPER COPIES	CD's	PAGE LIMITATION
I	**Solicitation, Offer and Award Document (SF-33)**	Original & 1	2	N/A
	Section 1: Cover Letter and Section A (SF-33)			
	Section 2: Section B			
	Section 3: Section K (Representation and Certifications)			
II	**Technical Proposal**	Original & 3	1	75
	Section 1: Operations Approach			
	Section 2: Management and Organizational Approach			
	a. Management Approach			
	b. Organizational Approach			
*Note that the page limitation for proposal volume II is 75 pages; however, this is excluding resumes and letters of intent.				
III	**Performance Confidence Assessment Proposal**	Original & 3	1	40
IV	**Cost Proposal**	Original & 1	1	N/A

2. Page Limitations: The page limitations for each proposal volume shall be treated as the maximum number of pages allowable. If an offer exceeds the maximum number of pages, the excess pages of the proposal will not be read or considered in the evaluation of the proposal. When both sides of a sheet display printed material, it shall be counted as 2 pages.

3. Cross-Referencing: To the greatest extent possible, each volume shall be written on a stand-alone basis so that its contents may be evaluated with the minimum of cross-referencing to other volumes of the proposal. Information required for proposal evaluation which is not found in its designated volume will be assumed to have been omitted from the proposal. Cross-referencing within a proposal volume is permitted where its use would conserve space without impairing clarity.

4. Indexing: Each volume shall contain a more detailed table of contents to delineate the subparagraphs within that volume. The detailed table of contents is not part of or included in the page limitation. Tab indexing shall be used to identify sections. Any cross-reference matrix table is not part of the page limitation.

5. Glossary of Abbreviations and Acronyms: Each volume shall contain a glossary of all abbreviations and acronyms used, with an explanation of each. Glossaries do not count against the page limitations for their respective volumes.

6. Page Size and Format:
   a. The offeror's proposal shall be prepared on standard 8.5 x 11 inch paper and submitted in three-ring binders. The text size shall be no less than 10 point font (including text in charts, tables, and graphics.) Use at least 1-inch margins on the top and bottom and ¾ inch side margins. Pages shall be numbered sequentially by volume.
   b. Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layout, implementation schedules, plans, etc. These displays shall not exceed 11 X 17 inches in size. Foldout pages shall fold entirely within the volume, and may only be used for large tables, charts graphs, diagrams and schematics.
   c. The footer of each page submitted by the offerors shall be marked "**SOURCE SELECTION INFORMATION - SEE FAR 2.101 AND FAR 3.104."**

7. Binding and Labeling: Each volume of the proposal shall be separately bound in a three-ring loose-leaf binder which shall permit the volume to lie flat when open. Staples shall not be used. A cover sheet should be bound in each book, clearly marked as to volume number, title, copy number, solicitation identification and the offer's name. The same identifying data should be placed on the spine of each binder. Offerors are advised to apply all appropriate markings including those prescribed in FAR 52.215-1(e), Restriction on Disclosure and Use of Data (Jan 2004), and FAR 3.104-4, Disclosure, Protection and Marking of Contractor Bid or Proposal Information and Source Selection Information.

8. Electronic Copies (CDs): The proposal shall also be submitted in CD-ROM format. Each volume of the proposal shall also be submitted on a separate CD-ROM. All CDs shall be readable on an IBM PC-compatible system running Microsoft Office 2010, including Microsoft Word 2010 and Microsoft Excel 2010. For each cost breakdown provided in Microsoft Excel format, the Offeror must show and establish clear, unlocked, identifiable links and calculations, such that the Government is able to understand and replicate the numerical data provided. Each CD shall be clearly labeled and each label shall state the offeror's name, solicitation number, date of submission and the proposal volume (name and number) contained on the CD. If more than one CD is required for a volume, the CD shall be labeled as Disk "x" of "y", i.e. Disk 1 of 2. The requirement for the CDs in no way relinquishes the offeror's responsibility to provide hard copies of the cost proposal. If there are any discrepancies between the electronic version and the hardcopy version submitted in response to this RFP, the hardcopy (paper) version will be considered binding.

9. Distribution: The originals shall be clearly identified as the "ORIGINAL", and bear the original signature(s) of the offeror. The "copies" shall be complete and clearly identified as "COPY" or "DUPLICATE". Offerors are advised that the proposal is "For Official Use Only" and are considered "Source Selection Information– See FAR 2.101 & 3.104".

10. Table of Contents: A master table of contents for the entire proposal and a table of contents for each volume are required. The master table of contents for the entire proposal should be filed in Volume I.

VOLUME I - SOLICITATION, OFFER AND AWARD DOCUMENTS

SECTION 1: COVER LETTER AND SF-33

If the offeror makes any qualifications to any provisions in the RFP, all such qualifications shall be listed in a cover letter to the proposal. Qualifications may also be annotated on the Solicitation, Offer and Award document, if such annotation is necessary to clarify the qualifications.

The SF-33 included in this RFP may be used as part of the contract award document. Offerors shall fully complete, execute and return the SF-33 as part of this Volume. Special attention should be taken to ensure that an authorized person signs the offer in Block 17.

Offerors must acknowledge any amendments to the solicitation by completing Block 14 of the SF-33.

SECTION 2: SECTION B
Section B shall contain the proposed amount for each CLIN, the total for all the CLINS for each respective year, and shall be consistent with the offeror's cost proposal. The unit prices shall not be carried out past two decimal points.

SECTION 3: REPRESENTATIONS AND CERTIFICATIONS
By the proposal submission, the offeror is representing the firm will perform all the requirements specified in the solicitation. Restating the SOW requirements is unacceptable and will be grounds for determining the proposal unacceptable and removal from the competitive range.

The offeror shall address each certification and representation identified in SECTION K of the solicitation.

The offeror shall provide verification that the Defense Contract Audit Agency (DCAA) has determined that the contractor's accounting system will permit timely development of all necessary cost data to support the non-fixed-price CLINs on the resultant contract (see FAR 16.104(h)). The offeror shall provide contact information (physical address, e-mail address, phone and fax numbers) for their local DCAA Office to allow the Government evaluators to verify the accounting system meets the Government's requirements.

VOLUME II – TECHNICAL PROPOSAL

The Technical Proposal must be succinct, well written, and presented in a clear straightforward manner that clearly demonstrates the relationship of the processes to the resources (e.g., personnel, equipment, supplies and materials, and services) and a complete understanding of the requirements. Statements such as "The Offeror understands,", "will comply with the performance work statement," standard procedures will be employed", "well known techniques will be used", and general paraphrasing of the PWS are considered inadequate. The Technical Proposal **shall not** contain any reference to price; however, information concerning labor allocation and categories, labor hours, consultants, travel, materials, equipment, and other information of interest to technical reviewers shall be contained in the technical proposal in sufficient detail so that the Offeror's understanding of the scope of the work may be adequately evaluated.

SECTION 1 OPERATIONS APPROACH

a. The Offeror shall clearly describe their proposed approach that will be used to perform the requirements in the SOW meeting all contract requirements. This approach shall not be a mere summary of the requirements stated in the SOW, but rather than Offeror's method and plans for accomplishing all requirements.

SECTION 2 MANAGEMENT APPROACH

The Management Approach is broken into two (2) sub-sections Management Approach and Organizational Approach. The Offeror shall provide evidence that sufficient management and organizational resources will be applied to efficiently execute the requirements of the contract and that adequate controls will be put in place to ensure quality and timely performance. The Offeror shall provide a detailed description of their approach for each sub-section as follows.

Sub-Section 2.1 Management Approach

a. The Offeror shall provide evidence that sufficient Corporate and onsite management resources will be applied to efficiently execute the requirements of the contract and that adequate oversight and controls will be put into place to ensure quality and timely performance.

b. The Offeror shall describe the involvement and role(s) of the Corporate Headquarters with the location operation(s); how communications between the Corporate Headquarters and local operations will be accomplished; and their plan to execute Corporate oversight of the operations.

c. The Offeror shall describe management controls that will be put into place to ensure a seamless integration of subcontracted work and clearly describe the prime contractor and all sub-contractor relationships.

d. The Offeror shall submit a complete resume for Key Personnel identified in the SOW. The resume(s) shall include as a minimum, the employee's training and specific experiences directly related to the requirements in the SOW and shall clearly describe the relationship between the proposed individual's relevant qualifications and the tasks to be performed by the individual. Resumes shall be in chronological order with the latest dates of employment appearing first and shall identify the company or agency's name, period of employment, and the job description of the individual. All pages of the resume shall be marked "PERSONALLY IDENTIFIABLE INFORMATION (PII) SAFEGUARD IAW DOD PRIVACY PROGRAM AND PRIVACY ACT OF 1974". If the proposed candidates resume reflects related military experience, all dates and locations of duty assignments shall be identified on the resume. As a minimum, each resume shall include the following information:

- Full Name
- Contract labor category/contractor's labor category, if different
- Percentage of time allocated to this effort
- Current work location
- Summary information: Number of years/months experience in each of the experience areas described;
- Work experience (beginning with the current position)
- Responsibilities/tasks in sufficient detail so as to permit comparison with the RFP requirements. Specific work assignments, accomplishments, and products shall be provided.
- All military experience claimed shall be described in such a manner that each tour of duty would be treated as a separate employer.
- There should be no gaps in experience to avoid confusion that may require further clarification.
- Affiliation (e.g., as staff of Offeror, subcontractor, or consultant)
- Education and training

If the proposed Key Personnel is not currently in the employ of the Contractor, the Offeror shall submit a letter of intent (stating their intent to join the Offeror within two (2) days of contract award) from the potential employee to work under this contract. The letter of intent shall be signed by the employee and a duly authorized company representative.

Sub-Section 2.2 Organizational Approach

a. The Offeror shall describe (1) the organizational structure as it pertains to performing this effort; (2) the corporate approach to performing this effort; (3) the management structure for performing the requirements; (4) roles and responsibilities of the Key Personnel.

b. The table below details the number of productive labor hours estimated by the Government to perform each requirement in the SOW by labor category and the number of productive labor hours for the entire period of performance of a resultant contract. If proposing differently from the Government's projections below, the Offeror shall include a detailed explanation and analysis of how the labor hours and staffing mix were determined.

Productive Labor Hours	Base Year	OY1	OY2	OY3	OY4

Productive Labor Hours	Base Year	OY1	OY2	OY3	OY4
Material Handler Supervisor	1,880	1,920	1,920	1,920	1,920
Materials Handler	16,920	17,280	17,280	17,280	17,280
Overtime					
Materials Handler	864	864	864	864	864

c. If the Offeror's approach includes utilizing part time or temporary personnel, the Offeror shall provide the percentage of productive hours proposed by labor category that will be part-time or temporary and how the Offeror plans to retain those personnel and prevent a high turn-over.

VOLUME III – PERFORMANCE CONFIDENCE ASSESSMENT PROPOSAL

The Offeror shall provide information on its Past Performance Record. This information will be utilized to determine the relevancy and quality of the Offeror's past performance record to the proposed effort as outlined in the Statement of Work and the level of confidence the Government has for successful performance based upon the Offeror's actions under previously awarded, relevant contracts.

The Offeror shall identify its most relevant contracts or efforts within the past five (5) years, and provide any other information the Offeror considers relevant to the requirements of the solicitation. The Government recommends submission of 5 contracts, but will evaluate all relevant contracts submitted. Offerors should provide a detailed explanation of the relevance of the contracts or efforts to the requirements as stated in Section C, Statement of Work. If subcontractor experience is provided as part of the relevant contracts, it will be given weight relative to the percentage of effort being provided by that particular subcontractor in the offer submitted. The references will be evaluated in the aggregate in order to allow Offerors who may not have the entire scope, magnitude, and complexity of the requirement under one individual contract to still be considered relevant if experience with the full scope, magnitude, and complexity of the requirement can be demonstrated within the allotted number of references as described above.

If an Offeror or its subcontractor determines they have no relevant past performance data, they shall provide the following statement in lieu of the information request below: "(Insert Offeror or subcontractor's name) has determined that they possess no relevant past performance information IAW the RFP".

To be compliant with Factor 3, Offerors shall provide the following information for both the Offeror and proposed major subcontractors. **The Offeror shall submit the information in separate, tabbed sections (1), (2), (3), (4), and (5), as outlined below.**

(1) An index of Previous Contract Data for the offeror. The index shall contain all relevant PRIME contracts and relevant SUBCONTRACTS that the offeror is currently performing or has completed during the last five (5) years. The index shall include:

- Contractor Name;
- Name of the customer /agency;
- Contract/Purchase Order Number;
- Customer points of contact (minimum of two, provide name, telephone number, fax number and e-mail addresses);
- Length of contract;
- Period of performance (dates);
- Initial Contract Price;
- Final Contract Price or price as of the last modification;
- Description of product/service provided (include sufficient detail to demonstrate the scope and complexity of the product/service provided);

- Discussion of the similarities and differences of experience (include sufficient detail to demonstrate similarities/dissimilarities to the requirements of this solicitation);
- Facilities in which the product/service was performed and;
- Quality of Past Performance; to include a discussion of actual performance under each contract listed, including problems encountered; how they were resolved; the timeliness of deliverables required; how costs were controlled; business relationships; management of key personnel, and any other areas deemed necessary to provide insight into actual performance issues.

(2) A narrative synopsis that shall describe the specific nature of the work, similarities with the proposed work and the relevant experience gained. The narrative portion shall also indicate any occurrence of cost growth and/or schedule delays encountered. The appearance of growths and/or schedule delays on past contracts must be explained.

(3) An index of Previous Contract Data for all major subcontractors containing the information listed in (1) above as it relates to relevant PRIME and SUBCONTRACTS that the major subcontractor is currently performing or has completed during the last five (5) years.

(4) Attachment J.4, Past Performance Questionnaire. Offerors and all major subcontractors shall send this questionnaire to previous customers of relevant prime and subcontracts. All questionnaires shall be sent by the proposal due date and time identified in **L-16, paragraph #2**. All previous contracts the offeror utilizes for Questionnaire information must be contained in the Previous Contract Data index for the offeror/major subcontractor. The offeror/major subcontractor shall complete Part I of Attachment J.4 prior to submitting the questionnaire to the customer. The offeror/major subcontractor shall ask the customer to complete the questionnaire and return it directly to the Acquisition Specialist identified in Part III – RETURN INFORMATION of the questionnaire. Evaluation members may contact the named individuals to clarify, obtain additional information, or conduct a telephonic survey of present/past performance. As such, the offeror/subcontractor shall provide a list of all Questionnaires submitted that provides the following information:

- Name of the customer/agency;
- Date submitted to customer/agency;
- Contract/Purchase Order Number
- Customer points of contact (minimum of two, provide name, telephone number, fax number and e-mail addresses) and;
- Whether the offeror/major subcontractor was a Prime or Subcontractor.

(5) Offerors and their subcontractors may describe any quality awards or certifications that indicate technical excellence in the service requested. Examples of such awards or certifications include, the Malcolm Aldridge Quality Award, other Government quality awards, and private sector awards or certifications (e.g. the automobile industries QS 9000, Semitic's SSQA, or ANS/EIA-599). Indicate what segment of the company (or division or the entire company) received the award or certification and the date. If the award or certification is over three years old, present evidence the qualifications still apply.

The Government may utilized the Federal Past Performance Information Retrieval System (PPIRS), the Contractor Performance Assessment Reporting System (CPARS), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), or other databases; interviews with Program Managers, Contracting Officers, and Fee Determining Officials; responses received from the Performance Risk Assessment Questionnaire; and the Defense Contract Management Agency to determine the quality and relevance of the Offeror's past performance.

VOLUME IV – COST PROPOSAL

The Government has provided estimated hours and estimated cost data in this RFP. Each offeror should utilize this information in concert with their unique individual experiences and business acumen in pricing their proposal. The estimates are not to be considered a guaranteed workload. Therefore, in accordance

with the taskings incorporated by Section C, Statement of Work and also the historical and projected workload data, offerors shall provide a proposed estimated cost plus fixed fee for CLINs X001 and estimated cost for CLINs X002 required to carry out these requirements and incorporate their cost/pricing in Section B of this solicitation.

The cost/price proposal shall be submitted in sufficient detail for the Government to examine the basis for the offeror's proposed costs. It is expected that there will be adequate competition; therefore, certified cost and pricing data may not be required. However, if at a later time it is determined that certification of such data is required, the Contracting Officer reserves the right to require certified cost and pricing data.

To assist the Government in determining reasonableness for this effort, the offeror shall provide sufficient detailed cost information with the proposal to support the costs proposed. The cost proposal shall be in accordance with the instructions and format shown below. PLEASE NOTE: **ALL TABLES MUST BE COMPLETED IN MICROSOFT EXCEL FORMAT. IN SUBMITTING THE ELECTRONIC VERSION OF THE COST PROPOSAL, OFFERS SHALL NOT HIDE FORMULAS OR CELLS AND SHALL NOT LOCK CELLS.** For each Breakdown provided in Microsoft EXCEL format, the Offeror must establish clear identifiable links and calculations, such that the Government is able to replicate the estimates provided.

The cost proposal shall include:

a. The name, address, and telephone number of the cognizant Defense Contract Audit Agency (DCAA) office and Defense Contract Management Agency (DCMA) office.

b. The offeror's accounting system should be described in sufficient detail to demonstrate its adequacy to support the cost reimbursable line items on the resultant contract.

c. Additional cost breakout information.

Direct Labor Costs: Detail direct labor cost as follows:

1. Information including the title and actual hourly rate shall be provided by the offeror for each individual proposed for the labor categories identified in the Offeror's proposal.
2. The Offeror shall identify any escalation rates utilized in the preparation of their cost proposal, and shall provide historical information pertaining to the actual escalation rate experienced over the past three (3) year period.
3. Offerors are reminded that the staff proposed in the technical proposal must be the same staff proposed in the cost proposal.
4. If proposed rates reflect negotiated forward pricing rates, a copy of the current forward pricing rate agreement shall be provided. If the rates are not negotiated forward pricing rates, then the basis for the proposed rates shall be explained.

Subcontracting Costs: The proposal shall include subcontract cost data in the same level of detail as provided by the prime contractor. Any subcontracting costs shall be supported. If this information is proprietary to subcontractors, it may be provided under separate cover. However, it must be easily identifiable, readily combined with the rest of the proposal, and received within the timeframe (i.e. closing date) established for this instant solicitation.

Additionally, offerors shall provide the following summary table for the proposed subcontracts:

SUBCONTRACTOR SUMMARY				
Total Dollar Value of Proposal				
20% of Total Dollar Value of Proposal				
Total Manhours of Proposal				

25% of Total Manhours of Proposal				
	Total Dollar Value of Subcontractor Proposal	Greater than 20% of Total Dollar Value of Proposal? (Y or N)	Total Manhours of Subcontractor Proposal	Greater than 25% of Total Manhours of Proposal? (Y or N)
Insert Subcontractor 1 Name				
Insert Subcontractor 2 Name				
Insert Subcontractor 3 Name				

Other Direct Costs (Support Costs): For pricing purposes, Material Support costs are estimated as indicated in Schedule B for CLIN X002. Offerors should also note that the amount estimated for CLIN X002 does not include any indirect rate application (i.e. overhead and/or G&A).

Indirect Rates: Offerors shall list the cost elements that comprise the overhead, general and administrative expenses, and the other indirect pools. All indirect rates shall be summarized. Offerors shall list proposed indirect rates, DCAA recommended rates, and historical actuals (audited and unaudited) for the past three years. If proposed rates reflect negotiated forward pricing rates, a copy of the current forward pricing rate agreement shall be provided. If the rates are not negotiated forward pricing rates, then the basis for the proposed rates shall be explained.

DoL Wage Determination Rates: The place of performance is DLA Distribution Tobyhanna, PA. Attachment is the Collective Bargaining Agreement in place currently at Tobyhanna.

COST/PRICE PROPOSAL SUMMARY

A cost breakdown for all years is required for all CLINs. Note: CLINs beginning with "X" indicates "All Years". Offerors are to replace the "X" in the CLIN with the appropriate beginning numeric (0, 1, 2, 3, or 4). The summary shall be submitted in the format provided below.

COST/PRICE PROPOSAL SUMMARY TABLE

ITEM	BASE YEAR	OPTION YEAR 1	OPTION YEAR 2	OPTION YEAR 3	OPTION YEAR 4	TOTAL CONTRACT
CLIN X001 - Phase-In/Services/Labor (CPFF)						
CLIN X002 – Material Support Costs (Total NTE, inclusive of proposed Indirect Rate)						
TOTAL ESTIMATED COST						

CLIN X001 – DISTRIBUTION SUPPORT SERVICE LABOR (Inclusive of Phase-In)
Offerors shall complete the Prime Labor table below for the base year and each option year, utilizing the Labor Categories and hours provided by the Government. If any of the labor categories will be performed by a subcontractor, the offeror shall note that in this table (including whether it is a "major" or "other" subcontractor). No costs associated with subcontract labor shall be entered in the Prime Labor Table. Offerors shall utilize the DoL Wage Determination (Attachment J.3) for the "Base Rate" and required benefit (Health & Welfare, Vacation, Holidays) amounts. The Offeror shall name and identify the specific

Overhead percentages included in their fully burdened rate. For example, an Offeror could replace "OH 1" with "Fringe Benefits 10%".

If the Offeror is proposing a major subcontractor (defined as those providing twenty percent (20%) of total dollar threshold AND/OR twenty-five percent (25%) of total man-hour effort), the offeror shall complete the Subcontracting Labor table in the same manner as the Prime Labor Tables. For those labor categories that will be performed by a major subcontractor, the Offeror shall utilize the same labor category name, code and hours provided by the Government. Any associated costs which the prime contractor incorporates into the subcontractor labor category rate shall be fully identified (ie. G&A, fee, etc.).

For subcontractors that do not meet the definition of "major subcontractor", the offeror shall complete the Subcontracting Labor table by entering only the information in the last three rows (entitled "Other Subcontracted Labor Subtotal", "Profit/Fee* ____%" and "Total Burdened Cost Dollars"). No additional cost information is required to be submitted for subcontractors that do not meet the definition of "major subcontractor". However, the offeror is still required to utilize the Labor Categories and hours provided by the Government as well as the DoL Wage Determination for calculating costs associated with "Other Subcontracted Labor".

FOR PURPOSES OF PRICING THIS PROPOSAL, offerors shall price the hours provided by the Government as STRAIGHT/REGULAR hours for Warehouse Supervisor and Material Handler. Overtime premium shall only be applied to Material Handler Overtime.

CLIN 0001 – PRIME LABOR					
Labor Category	DOL Code	Estimated Number of Hours	Base Rate	Subtotal Labor (Number of Hours * Base Rate)	
Materials Handler Supervisor	N/A	1880			
Materials Handler		16920			
Materials Handler Overtime		864			
			Subtotal Labor for all Categories:	$	
			OH (1)	_____%	$
			OH (2)	_____%	$
			G&A	_____%	$
			Fixed Fee	_____%	$
				Total Labor	$

CLIN 1001 – PRIME LABOR					
Labor Category	DOL Code	Estimated Number of Hours	Base Rate	Subtotal Labor (Number of Hours * Base Rate)	
Materials Handler Supervisor	N/A	1920			
Materials Handler		17280			
Materials Handler Overtime		864			
			Subtotal Labor for all Categories:	$	
			OH (1)	_____%	$

			OH (2)	_____%	$
			G&A	_____%	$
			Fixed Fee	_____%	$
				Total Labor	$

CLIN 2001 – PRIME LABOR					
Labor Category	DOL Code	Estimated Number of Hours	Base Rate	Subtotal Labor (Number of Hours * Base Rate)	
Materials Handler Supervisor	N/A	1920			
Materials Handler		17280			
Materials Handler Overtime		864			
			Subtotal Labor for all Categories:	$	
			OH (1)	_____%	$
			OH (2)	_____%	$
			G&A	_____%	$
			Fixed Fee	_____%	$
				Total Labor	$

CLIN 3001 – PRIME LABOR					
Labor Category	DOL Code	Estimated Number of Hours	Base Rate	Subtotal Labor (Number of Hours * Base Rate)	
Materials Handler Supervisor	N/A	1920			
Materials Handler		17280			
Materials Handler Overtime		864			
			Subtotal Labor for all Categories:	$	
			OH (1)	_____%	$
			OH (2)	_____%	$
			G&A	_____%	$
			Fixed Fee	_____%	$
				Total Labor	$

CLIN 4001 – PRIME LABOR				
Labor Category	DOL Code	Estimated Number of Hours	Base Rate	Subtotal Labor (Number of Hours * Base Rate)
Materials Handler Supervisor	N/A	1920		
Materials Handler		17280		
Materials Handler Overtime		864		
			Subtotal	$

			Labor for all Categories:		
			OH (1)	_____%	$
			OH (2)	_____%	$
			G&A	_____%	$
			Fixed Fee	_____%	$
				Total Labor	$

CLIN X001 – SUBCONTRACTOR LABOR				
Labor Category	DOL Code	Estimated Number of Hours	Base Rate	Subtotal Labor (Number of Hours * Base Rate)
Offeror to insert utilizing Prime Labor Table above, if applicable	*Offeror to insert utilizing Prime Labor Table above, if applicable*	*Offeror to insert utilizing Prime Labor Table above, if applicable*		
		Subtotal Major Subcontractor Labor for all Categories:		$
		OH (1)	_____%	$
		OH (2)	_____%	$
		G&A	_____%	$
		Profit/Fee*	_____%	$
			Total Major Subcontactor Labor	$
		Other Subcontracted Labor:		$
		Total Cost for all Subcontractor Labor		$
		Prime OH or G&A ____%:		$
		Prime Profit/Fee*____%:		$
		Total Subcontractor Labor		$

* PROFIT/FEE – Subcontractor shall enter their profit if their contract with the Offeror is a fixed price arrangement. Subcontractor shall enter their fee if their contract with the Offeror is a cost type arrangement.

NOTE: Offerors are not limited to the number of rows in the table above. Offerors shall use as many rows as appropriate to capture the requested data.

SUMMARY TABLE CLIN X001	BASE YEAR	OPTION YEAR 1	OPTION YEAR 2	OPTION YEAR 3	OPTION YEAR 4	TOTAL CONTRACT
CLIN X001 – PRIME LABOR COSTS						
CLIN X001 – SUB LABOR COSTS						
CLIN X001 – ESTIMATED COST						
CLIN X001 – FIXED FEE (____%						

OF ESTIMATED COST)						
CLIN X001 – TOTAL ESTIMATED COST PLUS FIXED FEE						

CLIN X002 Material Support Costs
Offerors shall complete the dollar amount of the information requested by the header row in the tables below. Offerors shall identify the specific rate applied to the Government Provided Estimated Cost (G&A rate**,** Material Handling Rate, or other Indirect Rate supported by the offeror's accounting system). Offerors shall also insert the proposed G&A rate**,** Material Handling Rate, or other Indirect Rate supported by the offeror's accounting system into the header row. Offerors shall sum the Government provided Estimated Cost and their G&A, Material Handling Rate, or other Indirect Rate to arrive at the proposed NTE amount in the last column. No fee is allowed under this CLIN.

The Offeror's ceiling price must match those entered in Section B.

	Government Provided Estimated Cost	**G&A or Material Handling Rate *(Offeror to identify)* _____%**	**Not-to-Exceed**
CLIN 0002	**$ 4,263.00**		
CLIN 1002	**$ 3,692.26**		
CLIN 2002	**$ 3,722.11**		
CLIN 3002	**$ 3,752.55**		
CLIN 4002	**$ 3,972.78**		
TOTAL CONTRACT	**$ 19,213.51**		

(End of Text L-17)

END OF SECTION L

SECTION M - EVALUATION FACTORS FOR AWARD

PROVISION(S) INCORPORATED BY REFERENCE

Provision(s) Applicable to All CLINs

	FAR PROVISION	TITLE	DATE
M-1	52.217-5	Evaluation of Options	JUL 1990
	DLAD PROVISION	**TITLE**	**DATE**
M-2	52.219-9004	Small Business Program Representations	NOV 2011

PROVISION(S) INCORPORATED BY FULL TEXT

Text Applicable to All CLINs

M-3 ALL OR NONE

Offers must be submitted for all contract line items (CLINs) listed below to be evaluated for a single contract award. Offers for less than all CLINs will be rejected.

(End of Text M-3)

M-4 EVALUATION OF PROPOSALS

1. Evaluation Approach

FAR 52.215-1, "Instructions to Offerors--Competitive Acquisition" is included in Section L of this solicitation. The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the offeror's best terms from a cost and technical standpoint.

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

The Government intends to award a contract resulting from this solicitation to the responsible Offeror whose offer conforms to the solicitation using the Lowest Price Technically Acceptable (LPTA) source selection procedures in accordance with FAR 15.101-2, as supplemented. Proposals shall be evaluated for acceptability or unacceptability only and shall not be rated. Offerors must be determined to be responsible according to the standards of FAR Subpart 9 to be eligible for award. Award will be based on the lowest evaluated price, inclusive of options, of proposal meeting or exceeding the acceptability standards for the non-price factors. Any Offeror who has submitted a technically acceptable proposal and who has been found to have an acceptable past performance will then have the proposal evaluated for the lowest price.

Factors 1 through 3 shall be evaluated on an Acceptable/Unacceptable basis. In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305(a)(2)(iv), Past Performance Evaluation). Therefore, the Offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, “unknown” shall be considered “acceptable.”

To be considered acceptable and eligible for award, an Offeror must address separately all the factors set forth in accordance with the instructions of this solicitation. A major item and/or gross omission which preclude meeting solicitation objectives which cannot be corrected prior to or during discussions without

major revision or complete resubmission of the proposal will cause a proposal to be found technically unacceptable.

The determination of the competitive range will include all proposals which are considered to have a reasonable chance of being selected for award. A proposal is considered ***acceptable*** if it (i) addresses itself to all the essential requirements of the RFP, (ii) shows the offeror understands all essential requirements of the RFP, and has demonstrated a full capability to perform the prospective requirements, (iii) offers a feasible technical approach, (iv) is determined to have an adequate accounting system, and (v) although some discussion of the proposal may be desirable, the proposal is complete to the extent that an award could be made on its present terms.

A proposal will be considered ***unacceptable*** if award cannot be made on the present terms of the proposal, and corrective action would require essentially rewriting the proposal or require the submission of an approach which would be new or almost entirely different from that previously proposed.

An “Unacceptable” rating on any one of the two Technical Evaluation Factors (Factors 1 and 2) shall render the proposal ineligible for award, or if discussions are held, a proposal found to be “unacceptable for award” (as defined above) may be excluded from the competitive range. A determination of “Unacceptable” on any subfactor will result in a determination of “Unacceptable” at the factor level. An initial proposal evaluation of "Unacceptable" in the Performance Confidence Assessment Factor (Factor 3) will not automatically eliminate an Offeror from the competitive range, but may be considered in making the competitive range determination if communications have been conducted pursuant to FAR 15.306(b)(1)(i). Communications shall be held with Offerors whose past performance information is the determining factor keeping them from being placed within the competitive range if the communications are necessary to allow them to address adverse past performance information to which the Offeror(s) had not had a prior opportunity to respond.

It is the intention of the Government to award without discussions. However, if it is determined that discussions are required, then the determination of the competitive range will include all proposals which are considered to be technically acceptable and may include those that are considered to have a reasonable chance of being selected for award, unless the competitive range is further limited in accordance with FAR 15.306(c)(2).

Those Offerors whose proposals do not fall into the competitive range will be notified as required by FAR 15.503(a)(1). Offerors will be notified in writing with a concise explanation of their proposal deficiencies without jeopardizing the competitive range.

Those Offerors whose proposals are determined by the Contracting Officer (KO) to be in the competitive range will be contacted by the Contract Specialist for discussions. Discussions will be conducted in accordance with FAR 15.306(d). If verbal discussions are held they will be followed by a written reiteration of the discussion. Written discussions may also be held, whereby the Government will provide a written list of discussion questions to each Offeror, as appropriate. In the case of both verbal and written discussions, the Offeror will provide a written response to the discussion question and revision to the proposal as required. This response and revision (if required) will be marked accordingly to distinguish it as a supplement to their original proposal. More than one round of discussions may be held. At the conclusion of final discussions, the Government will request each Offeror in the competitive range to submit a Final Proposal Revision (FPR).

The FPR will be evaluated as to its revised technical, past performance, and/or pricing approach in response to the issues identified during discussions. The Government then intends, in accordance with the evaluation factors for award set forth below, to award a contract to the Offeror who has submitted the lowest price technically acceptable proposal. A proposal will be determined ineligible for award if any non-price factor is evaluated as “Unacceptable.”

The Contracting Officer will promptly notify offerors when their proposals are excluded from the competitive range, whereupon they may request and receive a debriefing IAW FAR 15.505. The

Contracting Officer will notify unsuccessful offerors in the competitive range of the source selection decision IAW FAR 15.506. Upon such notification, unsuccessful offerors may request and receive a debriefing. Offerors requesting a debriefing must make their request IAW the requirements of FAR 15.505 or 15.506, as applicable.

2. Basis for Contract Award

The award of a contract as a result of this solicitation will be made to the responsible offeror using lowest price technically acceptable source selection procedures in accordance with FAR 15.101-2 as supplemented. Technical trade-offs will not be made and no additional credit will be given for exceeding acceptability. Award will be made to the technically acceptable offeror with the lowest evaluated cost or price, who is deemed responsible in accordance with the FAR, and whose proposal conforms to the solicitation requirements. The requirements include all stated terms, conditions, representations, certifications and all other requirements of this solicitation.

Proposals will be evaluated for acceptability or unacceptability only and shall not be rated. Award will be based on the lowest evaluated price of proposals meeting or exceeding the acceptability standards for the non-price factors. Any offeror who has submitted a technically acceptable proposal and who has been found to have acceptable past performance will then have the proposal evaluated for lowest price.

In order to be eligible for award, the offeror shall have an accounting system, determined by the Government to be acceptable to support the non-fixed-price line items on the resultant contract. Per DFARS 52.242-7006 an acceptable accounting systems is defined as one that provides for (1) a sound internal control environment, accounting framework, and organizational structure; (2) proper segregation of direct costs from indirect costs; (3) identification and accumulation of direct costs by contract; (4) a logical and consistent method for the accumulation and allocation of indirect costs to intermediate and final cost objectives; (5) accumulation of costs under general ledger control; (6) reconciliation of subsidiary cost ledgers and cost objectives to general ledger; (7) approval and documentation of adjusting entries; (8) periodic monitoring of the system; (9) a timekeeping system that identifies employees' labor by intermediate or final cost objectives; (10) a labor distribution system that charges direct and indirect labor to the appropriate cost objectives; (11) interim (at least monthly) determination of costs charged to a contract through routine posting of books of account; (12) exclusion from costs charged to Government contracts of amounts which are not allowable in terms of Federal Acquisition Regulation (FAR) part 31, Contract Cost Principles and Procedures, and other contract provisions; (13) identification of costs by contract line item and by units (as if each unit or line item were a separate contract), if required by the contract; (14) segregation of preproduction costs from production costs, as applicable; (15) cost accounting information, as required (i) by contract clauses concerning limitation of cost (FAR 52.232-20), limitation of funds (FAR 52.232-22), or allowable cost and payment (FAR 52.216-7); and (ii) to readily calculate indirect cost rates from the books of accounts; (16) billings that can be reconciled to the cost accounts for both current and cumulative amounts claimed and comply with contract terms; (17) adequate, reliable data for use in pricing follow-on acquisitions; and (18) accounting practices in accordance with standards promulgated by the Cost Accounting Standards Board, if applicable, otherwise, Generally Accepted Accounting Principles. If the Procuring Contracting Officer cannot determine that the system is acceptable, **the offeror will not be eligible for award.**

3. Evaluation Factors

The Government will use the following non-price factors to determine acceptability of a proposal:

Factor 1: Operations Approach
This factor has no subfactors.

Factor 2: Management Approach
Subfactor (a): Management Approach
Subfactor (b): Organizational Approach

Factor 3: Performance Confidence Assessment

This factor has no subfactors.

FACTOR 1: OPERATIONS APPROACH

The Offeror's proposal will be evaluated on how well the Offeror demonstrates a clear and acceptable understanding of the requirements and the proposed approach is efficient and effective to maximize performance in reaching contract objectives and executing the SOW. The proposed approach is not a mere summary of the requirements in the SOW, but rather the Offeror's method and plans for accomplishing the requirements.

FACTOR 2: MANAGEMENT APPROACH

The Management Approach Factor have two (2) subfactors: Management Approach and Organizational Approach.

Subfactor (a): Management Approach

The Offeror's proposal will be evaluated on how well the proposal demonstrates an acceptable approach to achieving total management of the operation inclusive of an effective method for interfacing with Corporate Level Management and dependencies; proposes a management team with appropriately skilled team members; and demonstrates clearly defined roles and responsibilities. The Offeror's proposal shall be evaluated on how well the Key Personnel proposed for this effort meets the qualifications stated in the SOW and experience that demonstrates a capability of managing personnel and the work effort to meet the APLs and contract requirements.

Subfactor (b): Organizational Approach

The Offeror's proposed organizational approach will be evaluated on how well the Offeror demonstrates the effective use of personnel and the approach is reasonable and efficient to perform the requirements in the SOW.

FACTOR 3: Performance Confidence Assessment

The offeror's proposal will be evaluated on the demonstrated experience, within the past 5 years, in performing the same or similar tasks as set forth in the SOW. To be considered relevant, the offeror must demonstrate past execution of similar contracts in terms of complexity, magnitude of effort, and scope.

The Government will utilize the past performance record provided in Volume III of the proposal and any other relevant past performance information obtained from other sources which may include: Past Performance Information Retrieval System (PPIRS), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), or other databases; interviews with Program Managers, Contracting Officers, and Fee Determining Officials; responses received from the Performance Risk Assessment Questionnaire; and the Defense Contract Management Agency.

Each proposal will be evaluated to the extent to which the Offeror has demonstrated an ability and willingness to perform: 1) A quality product or service (i.e. the conformance to contract requirements, specifications, and standards of good workmanship); 2) Timeliness of the contract with regard to completion of contract, task orders, milestones, delivery schedules and administrative requirements (e.g., effort that contributes to or affects the schedule variance); 3) Acceptable cost control with regard to the Offeror's effectiveness in forecasting, managing, and controlling contract cost; 4) Good business relationships with regard to the timeliness, completeness and quality of problem identification and resolution, Offeror's history of reasonable and cooperative behavior, customer satisfaction, timely award and management of subcontracts, and whether the contractor met their small/small disadvantaged and women owned business participation goals; and 5) Management of personnel with regard to demonstration of a commitment to the management of personnel with regard to the Offeror's performance in selecting, retaining, supporting, and replacing when necessary, personnel.

The Government will only consider relevant past performance data of the Offeror and its major subcontractors. A major subcontractor is defined as those providing twenty percent (20%) of total dollar threshold AND/OR twenty-five percent (25%) of total man-hour effort. Subcontractors not meeting the definition of a "major subcontractor" will not be evaluated. To be considered relevant, the Offeror must demonstrate past execution of similar contracts in terms of complexity, technology, magnitude of effort, schedule, and scope. Additionally, the performance must have occurred during the last five (5) years. Offerors shall be evaluated on an Acceptable/Unacceptable basis.

In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305(a)(2)(iv), Past Performance Evaluation). Therefore, the Offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable". Should the Government discover adverse past performance information to which the Offeror(s) had not had a prior opportunity to respond, the KO will conduct communications if deemed appropriate.

4. Cost/Price Proposal

If a proposal has been determined acceptable under each of the non-price factors listed above, the Government will then evaluate the proposal for the lowest price. The proposal total price-the sum of the total amount for all CLINS (inclusive of the NTE amounts for the cost-reimbursement equipment/travel CLINs)-between offers that are determined to be technically acceptable will be the determining factor in the selection of a proposal for award. The Government will assess the offeror's cost/price to determine if it is reasonable for the work to be performed.

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

The offeror shall have an accounting system, determined by the Government to be acceptable to support the non-fixed-price line items on the resultant contract (See paragraph M-4, Paragraph 2: Basis for Contract Award, for a definition of an acceptable accounting system).

If an offeror fails to identify as part of its proposal an indirect cost rate that would otherwise be applicable to one of the support or subcontract cost items, it shall not be allowed to invoice for the indirect rate after award since the evaluation of its offer did not include that rate.

The Government will assess the realism of the offeror's pricing to determine the most probable cost the Government would expect to pay for performance of the contract. This assessment will determine if the offeror's pricing is: 1) reasonable; 2) realistic for the work to be performed; 3) reflects a clear understanding of the requirements; and 4) is consistent with the various elements of the offeror's technical approach. If the offeror is determined to be "Unacceptable" in any technical evaluation factor (Factor 1-3), the Government's realism assessment will conclude with a determination that the offeror's pricing 1) is not reasonable and 2) did not reflect a clear understanding of the requirements. No further evaluation will be conducted on the offeror's cost proposal.

The Government will perform the realism analysis on all CLINs. The Government will arrive at a Total Evaluated Contract cost by adding the Offeror's most probable cost amounts from the evaluation of CLINs X001 and X002 for the basic and option years.

a) Evaluation of CLINs X001 (CPFF CLINs):

The Government will assess the proposed costs on a realism basis, considering the offeror's proposed Direct, Indirect Rates and Profit/Fee. The Government will utilize rate information

received from DCAA to assist with the evaluation. If the proposed rates are not consistent with DCAA information for that offeror, the proposed rates may be adjusted for realism when applied for evaluation purposes.

The Government has provided hours for each Labor Category. As stated in Section L, Offerors shall apply their fully burdened rates to these hours to develop an Estimated Cost for the base and each option year. The Government will derive its evaluated cost for each CLIN by multiplying the Government provided hours by the offeror's rates, adjusted for realism if necessary.

The hours provided by the Government are notional hours, estimated using historical data. The hours shall be used for evaluation purposes. However, Offerors are advised that neither the total number of hours nor the specific mix of hours per labor category are guaranteed under contract performance.

b) Evaluation of CLINs X002 (Cost Reimbursement CLINs):

The Government has provided an estimated cost for these CLINs. As stated in Section L, Offerors shall apply their G&A **or** Material Handling Rate to the Government provided Estimated Cost to arrive at the proposed ceiling amount. The Government will assess the proposed G&A **or** Material Handling Rate for realism. The Government will utilize rate information received from DCAA to assist with the evaluation. If the proposed rate is not consistent with DCAA information for that offeror, the proposed rate may be adjusted for realism when applied for evaluation purposes. The total evaluated price for these CLINs will equal the Government provided Estimated Cost plus the Offerors' G&A **or** Material Handling costs, adjusted for realism if necessary.

(End of Text M-4)
END OF SECTION M