

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY		CODE	8. ADDRESS OFFER TO (If other than Item 7)		

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

**SOLICITATION**

9. Sealed offers in original and \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in \_\_\_\_\_ until \_\_\_\_\_ local time \_\_\_\_\_ (Hour) \_\_\_\_\_ (Date)

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

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXT.

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(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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**OFFER (Must be fully completed by offeror)**

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

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

13. DISCOUNT FOR PROMPT PAYMENT <i>(See Section I, Clause No. 52.232-8)</i>	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>	
15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE	
AREA CODE	NUMBER			

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7)		25. PAYMENT WILL BE MADE BY	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA  <i>(Signature of Contracting Officer)</i>	
		28. AWARD DATE	

## **SECTION B INSTRUCTIONS**

This is a hybrid Cost-Award-Fee (CPAF)/Firm-Fixed Price type contract. This contract includes a nine (9) month phase-in period for the implementation of the Government provided information system, DSS, and five (5) one (1) year option full performance periods.

### **PHASE-IN PRICING INSTRUCTIONS:**

**COST PLUS AWARD FEE (CPAF) PRICE ARRANGEMENT – CLIN 0001:** Costs for Labor shall include all **direct** labor costs. Costs shall be reimbursed at actual costs plus the following: applicable indirect costs; a base fee of 2% fixed at the inception of the contract award; and an award fee amount of up to 5%. All CLINS shall be invoiced in accordance with SECTION G, DDC 52.232-9W32 INVOICING INSTRUCTION (AUG 2008).

**COST REIMBURSEMENT (NO FEE) PRICING ARRANGEMENT – CLIN 0002:** 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 support cost/other direct cost to arrive at the Not-to-Exceed amount. The contractor shall apply to this CLIN all support cost and other direct cost (other than direct labor). The Contractor shall be reimbursed for actual cost and G&A **or** Material Handling only. No fee shall be applied. This CLIN shall be invoiced in accordance with SECTION G, DDC 52.232-9W32 INVOICING INSTRUCTION (AUG 2008).

**FIRM FIXED PRICE (FFP) FACILITY COST - CLIN 0003:** Cost for Facilities shall include the use charge for the phase-in period. The determination will be based on the square footage requirements of the customer.

**REPORTING REQUIREMENTS – CLIN 0004:** Reporting requirements. Not Separately Priced.

### **OPTION FULL PERFORMANCE PERIOD PRICING INSTRUCTIONS:**

**COST PLUS AWARD FEE (CPAF) PRICING ARRANGEMENT – CLINs 1001, 2001, 3001, 4001, and 5001:** Costs for Labor shall include all **direct** labor costs. Costs shall be reimbursed at actual costs plus the following: applicable indirect costs; a base fee of 3% fixed at the inception of the contract award; and an award fee amount of up to 6%. All CLINS shall be invoiced in accordance with SECTION G, DDC 52.232-9W32 INVOICING INSTRUCTION (AUG 2008).

**COST REIMBURSEMENT (NO FEE) PRICING ARRANGEMENT - CLINs 1002, 2002, 3002, 4002, and 5002:** 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 support/other direct cost to arrive at the Not-to-Exceed amount. The contractor shall apply to this CLIN all support cost and other direct cost (other than direct labor). The Contractor shall be reimbursed for actual cost and G&A **or** Material Handling only. No fee shall be applied. All CLINS shall be invoiced in accordance with SECTION G, DDC 52.232-9W32 INVOICING INSTRUCTION (AUG 2008).

#### *Solicitation Instructions:*

Offeror shall transpose their Not-to-Exceed cost developed in the cost proposal spreadsheets (see Section L). Government has provided an estimated cost exclusive of G&A or Material Handling in these spreadsheets. Offerors shall apply only their G&A **or** Material Handling Rate to this estimated cost to arrive at the Not-to-Exceed amount input in Section B. No fee shall be applied.

**FIRM FIXED PRICE (FFP) FACILITY COST - CLINs 1003, 2003, 3003, 4003, and 5003:** Cost for Facilities shall include the use charge for each full performance period. The government will make the determination on what subclins (indoor and outdoor storage) to award at each optional

full performance period. The determination will be based on the square footage requirements of the customer.

REPORTING REQUIREMENTS - CLINs 1004, 2004, 3004, 4004, and 5004: Reporting requirements. These CLINS are Not Separately Priced (NSP).

*Solicitation Instructions:* Offeror shall enter Total Estimated cost for the phase-in period and each option full performance period.

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<b>PART I - THE SCHEDULE</b> <b>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</b>					
PHASE-IN PERIOD – EFFECTIVE DATE OF CONTRACT THROUGH 9 MONTHS THEREAFTER					
<u><b>9 MONTH PHASE-IN PERIOD</b></u>					
0001	<b>Cost Plus Award Fee (CPAF)</b> Services to provide for the labor to implement DSS and Phase-In This CLIN IAW PWS Section C—1.9.1  Estimated Cost: Base (Fixed) Fee @ 2% Total Cost Plus Base (Fixed) Fee:	1	LOT		\$ _____ \$ _____ \$ _____
0002	<b>Cost Reimbursement</b> Support Costs for CLIN 0001  Government provided estimated Cost G&A or Material Handling Rate (Offeror to identify) _____ % Total Not-to-Exceed (NTE)	1	LOT		\$1,486,504.00 \$ _____ \$ _____
0003	<b>Firm-Fixed Price</b> Facilities The contractor shall provide facilities IAW PWS section C-4.1				
0003AA	Indoor Storage Facility (1,500,000 SF)	09	MONTHS		\$ _____
0003AB	Outdoor Storage Facility (1,000,000 SF)	09	MONTHS		\$ _____
0003AC	Office space for government personnel (40,000 SF)	09	MONTHS		\$ _____
0004	Reports	1	LOT		NSP
0005	Award Fee Pool (__5__% of estimated Cost)	1	LOT		\$ _____
:					
<b>TOTAL ESTIMATE COST – PHASE-IN PERIOD</b>					\$ _____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
OPTION FULL PERFORMANCE PERIOD ONE – EFFECTIVE UPON COMPLETION OF PHASE-IN PERIOD THROUGH 12 MONTHS THEREAFTER					
1001	<p><b>Cost Plus Award Fee (CPAF)</b> The contractor shall provide for labor for Distribution services for depot operations at DDKS IAW PWS Section C of the solicitation</p> <p>Estimated Cost: Base (Fixed) Fee @ 3% Total Cost Plus Base (Fixed) Fee:</p>	1	LOT		<p>\$ _____ \$ _____ \$ _____</p>
1002	<p><b>Cost Reimbursement</b> Support Costs for CLIN 1001</p> <p>Government provided estimated Cost G&amp;A or Material Handling Rate (Offeror to identify) _____ % Total Not-to-Exceed (NTE)</p>	1	LOT		<p>\$9,540,975.00 \$ _____ \$ _____</p>
1003	<p><b>Firm-Fixed Price</b> Facilities The contractor shall provide facilities IAW PWS section C-4.1</p>				
1003AA	Indoor Storage Facility (1,500,000 SF)	12	MONTHS		\$ _____
1003AB	Outdoor Storage Facility (2,000,000 SF)	12	MONTHS		\$ _____
1003AC	Office space for government personnel (40,000 SF)	12	MONTHS		\$ _____
1004	Reports	1	LOT		NSP
1005	Award Fee Pool ( __6__% of estimated Cost)	1	LOT		\$ _____
<b>TOTAL ESTIMATED COST – OPTION FULL PERFORMANCE PERIOD ONE</b>					\$ _____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	OPTION FULL PERFORMANCE PERIOD TWO – EFFECTIVE UPON COMPLETION OF OPTION FULL PERFORMANCE PERIOD ONE THROUGH 12 MONTHS THEREAFTER				
2001	<p><b>Cost Plus Award Fee (CPAF)</b> The contractor shall provide for labor for Distribution services for depot operations at DDKS IAW PWS Section C of the solicitation</p> <p>Estimated Cost: Base (Fixed) Fee @ 3% Total Cost Plus Base (Fixed) Fee:</p>	1	LOT		\$ _____ \$ _____ \$ _____
2002	<p><b>Cost Reimbursement</b> Support Costs for CLIN 2001</p> <p>Government provided estimated Cost G&amp;A or Material Handling Rate (Offeror to identify) _____ % Total Not-to-Exceed (NTE)</p>	1	LOT		\$ <u>9,392,366.00</u> \$ _____ \$ _____
2003	<p><b>Firm-Fixed Price</b> Facilities The contractor shall provide facilities IAW PWS section C-4.1</p>				
2003AA	Indoor Storage Facility (1,500,000 SF)	12	MONTHS		\$ _____
2003AB	Indoor Storage Facility (1,250,000 SF)	12	MONTHS		\$ _____
2003AC	Indoor Storage Facility (1,000,000 SF)	12	MONTHS		\$ _____
2003AD	Outdoor Storage Facility (2,000,000 SF)	12	MONTHS		\$ _____
2003AE	Outdoor Storage Facility (1,500,000 SF)	12	MONTHS		\$ _____
2003AF	Outdoor Storage Facility (1,000,000 SF)	12	MONTHS		\$ _____
2003AG	Office space for government personnel (40,000 SF)	12	MONTHS		\$ _____
2004	Reports	1	LOT		NSP
2005	Award Fee Pool ( <u>6</u> % of estimated Cost)	1	LOT		\$ _____
<b>TOTAL ESTIMATED COST – OPTION FULL PERFORMANCE PERIOD TWO</b>					\$ _____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
OPTIONAL FULL PERFORMANCE PERIOD THREE – EFFECTIVE UPON COMPLETION OF OPTION FULL PERFORMANCE PERIOD TWO THROUGH 12 MONTHS THEREAFTER					
3001	<p><b>Cost Plus Award Fee (CPAF)</b> The contractor shall provide for labor for Distribution services for depot operations at DDKS IAW PWS Section C of the solicitation</p> <p>Estimated Cost: Base (Fixed) Fee @ 3% Total Cost Plus Base (Fixed) Fee:</p>	1	LOT		<p>\$ _____ \$ _____ \$ _____</p>
3002	<p><b>Cost Reimbursement</b> Support Costs for CLIN 3001</p> <p>Government provided estimated Cost G&amp;A or Material Handling Rate (Offeror to identify) _____ % Total Not-to-Exceed (NTE)</p>	1	LOT		<p><u>\$9,529,901.00</u> \$ _____ \$ _____</p>
3003	<p><b>Firm-Fixed Price</b> Facilities The contractor shall provide facilities IAW PWS section C-4.1</p>				
3003AA	Indoor Storage Facility (1,500,000 SF)	12	MONTHS		\$ _____
3003AB	Indoor Storage Facility (1,250,000 SF)	12	MONTHS		\$ _____
3003AC	Indoor Storage Facility (1,000,000 SF)	12	MONTHS		\$ _____
3003AD	Outdoor Storage Facility (2,000,000 SF)	12	MONTHS		\$ _____
3003AE	Outdoor Storage Facility (1,500,000 SF)	12	MONTHS		\$ _____
3003AF	Outdoor Storage Facility (1,000,000 SF)	12	MONTHS		\$ _____
3003AG	Office space for government personnel (40,000 SF)	12	MONHTS		\$ _____
3004	Reports	1	LOT		NSP
3005	Award Fee Pool ( __6__% of estimated Cost)	1	LOT		\$ _____
<b>TOTAL ESTIMATED COST – OPTION FULL PERFORMANCE PERIOD THREE</b>					\$ _____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
OPTION FULL PERFORMANCE PERIOD FOUR – EFFECTIVE UPON COMPLETION OF OPTION FULL PERFORMANCE PERIOD THREE THROUGH 12 MONTHS THEREAFTER					
4001	<b>Cost Plus Award Fee (CPAF)</b> The contractor shall provide for labor for Distribution services for depot operations at DDKS IAW PWS Section C of the solicitation	1	LOT		
	Estimated Cost: Base (Fixed) Fee @ 3% Total Cost Plus Base (Fixed) Fee:				\$ _____ \$ _____ \$ _____
4002	<b>Cost Reimbursement</b> Support Costs for CLIN 4001				
	Government provided estimated Cost G&A or Material Handling Rate (Offeror to identify) _____% Total Not-to-Exceed (NTE)	1	LOT		\$9,405,903.00 \$ _____ \$ _____
4003	<b>Firm-Fixed Price</b> Facilities The contractor shall provide facilities IAW PWS section C-4.1				
4003AA	Indoor Storage Facility (1,500,000 SF)	12	MONTHS		\$ _____
4003AB	Indoor Storage Facility (1,250,000 SF)	12	MONTHS		\$ _____
4003AC	Indoor Storage Facility (1,000,000 SF)	12	MONTHS		\$ _____
4003AD	Outdoor Storage Facility (2,000,000 SF)	12	MONTHS		\$ _____
4003AE	Outdoor Storage Facility (1,500,000 SF)	12	MONTHS		\$ _____
4003AF	Outdoor Storage Facility (1,000,000 SF)	12	MONTHS		\$ _____
4003AG	Office space for government personnel (40,000 SF)	12	MONTHS		\$ _____
4004	Reports	1	LOT		NSP
4005	Award Fee Pool ( __6__% of estimated Cost)	1	LOT		\$ _____
<b>TOTAL ESTIMATED COST – OPTION FULL PERFORMANCE PERIOD FOUR</b>					\$ _____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5001	<p>OPTION FULL PERFORMANCE PERIOD FIVE – EFFECTIVE UPON COMPLETION OF OPTION FULL PERFORMANCE PERIOD FOUR THROUGH 12 MONTHS THEREAFTER</p> <p><b>Cost Plus Award Fee (CPAF)</b> The contractor shall provide for labor for Distribution services for depot operations at DDKS IAW PWS Section C of the solicitation</p> <p>Estimated Cost: Base (Fixed) Fee @ 3% Total Cost Plus Base (Fixed) Fee:</p>	1	LOT		<p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>
5002	<p><b>Cost Reimbursement</b> Support Costs for CLIN 5001</p> <p>Government provided estimated Cost G&amp;A or Material Handling Rate (Offeror to identify) _____ % Total Not-to-Exceed (NTE)</p>	1	LOT		<p>\$ <u>9,534,542.00</u></p> <p>\$ _____</p> <p>\$ _____</p>
5003	<p><b>Firm-Fixed Price</b> Facilities The contractor shall provide facilities IAW PWS section C-4.1</p>				
5003AA	Indoor Storage Facility (1,500,000 SF)	12	MONTHS		\$ _____
5003AB	Indoor Storage Facility (1,250,000 SF)	12	MONTHS		\$ _____
5003AC	Indoor Storage Facility (1,000,000 SF)	12	MONTHS		\$ _____
5003AD	Outdoor Storage Facility (2,000,000 SF)	12	MONTHS		\$ _____
5003AE	Outdoor Storage Facility (1,500,000 SF)	12	MONTHS		\$ _____
5003AF	Outdoor Storage Facility (1,000,000 SF)	12	MONTHS		\$ _____
5003AG	Office space for government personnel (40,000 SF)	12	MONTHS		\$ _____
5004	Reports	1	LOT		NSP
5005	Award Fee Pool ( <u>6</u> % of estimated Cost)	1	LOT		\$ _____
<b>TOTAL ESTIMATED COST – OPTION FULL PERFORMANCE PERIOD FIVE</b>					\$ _____

**SECTION C – DESCRIPTION/SPECS/WORK STATEMENT**

See Section J – List of Attachments, Attachment J.2, 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

### Clauses Incorporated by Reference

Clauses Applicable to Cost Reimbursement CLINs

	<b>FAR CLAUSE</b>	<b>TITLE</b>	<b>DATE</b>
E-1	FAR 52.246-5	Inspection of Services – Cost-Reimbursement	APR 1984

Clause Applicable to All CLINs

	<b>DFARS CLAUSE</b>	<b>TITLE</b>	<b>DATE</b>
E-2	DFAR 252.246-7000	Material Inspection And Receiving Report	MAR 2008

### Clause Incorporated by Full Text

Clause Applicable to all CLINS

E-3 DDC 52.246-9W43 QUALITY/PERFORMANCE EVALUATION (AUG 2008)

The Government will use a Quality Assurance Surveillance Plan (QASP) developed by the COR to monitor compliance with contract terms and conditions, identify nonconforming services to determine appropriate action under the Inspection of Services and Termination for Default contract clauses. This plan sets forth the method and manner by which the Government intends to conduct surveillance of work under the contract, and is subject to the unilateral change by the Government without modification of the contract. All work required by the contract is subject to surveillance whether or not specifically included in the plan.

When the Contractor's performance fails to meet a contract requirement, such as an Acceptable Performance Level (APL), and is clearly the fault of the Contractor, the COR will prepare a Contract Discrepancy Report (CDR) and forward it to the KO to issue to the Contractor. In response to the CDR, the Contractor shall explain within seven (7) working days, 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 response and determine the appropriate action.

(End of Clause)

## SECTION F - DELIVERIES OR PERFORMANCE

### PERIOD OF PERFORMANCE (DDC)

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

1. Phase-in Period – effective upon contract award date of contract through 9 months thereafter. Phase-in Period provides for the implementation of DSS.
2. Option Full Performance Period One – if exercised, effective upon completion of the phase-in period through 12 months thereafter.
3. Option Full Performance Period Two – if exercised, effective upon completion of option full performance period one through 12 months thereafter.
4. Option Full Performance Period Three – if exercised, effective upon completion of option full performance period two through 12 months thereafter.
5. Option Full Performance Period Four – exercised, effective upon completion of option full performance period three through 12 months thereafter.
6. Option Full Performance Period Five – if exercised, effective upon completion of option full performance period four through 12 months thereafter.

### **Clauses Incorporated by Reference**

#### CLAUSES APPLICABLE TO ALL CLINs

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

**SECTION G - CONTRACT ADMINISTRATION DATA**

**ACCOUNTING AND APPROPRIATION DATA**

Period of Performance	Accounting Line	BOSS Financial Document 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

**Clauses Incorporated by Reference**

CLAUSES APPLICABLE TO ALL CLINs

	<b>DFAR CLAUSE</b>	<b>TITLE</b>	<b>DATE</b>
<b>G-1</b>	252.204-7006	Billing Instructions	OCT 2005

**Clauses Incorporated by Full Text**

CLAUSES APPLICABLE TO ALL CLINs

**G-2 DDC 52.201-9W26 Designation of COR/Alternate COR (AUG 2008)**

(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 Clause)

**G-3 DDC 52.232-9W10 Instructions for Payment by DFAS (JUN 2007)**

This contract/order will be paid by DFAS.

Invoices for supply contracts shall be submitted at time goods are shipped.

Invoices for service contracts shall be submitted in accordance with instructions provided in the contract/order.

At a minimum, each invoice shall include the following information:

- Contractor name, address, and CAGE code
- Invoice date and invoice number
- Contract number/order number
- Contract Line Item Numbers (CLINs) with corresponding BOSS document numbers
- CLIN description, quantity, unit of measure, unit price and extended total prices
- Additional information required by the Prompt Payment Act at FAR 52.232-25

Unless indicated elsewhere in this contract/order, invoices shall be faxed or emailed to the contract specialist identified on page 1 of this document in the block titled "Administered by".

In accordance with the Prompt Payment Act (FAR 52.232-25), payment will normally be made within thirty (30) days after receipt of proper invoice or acceptance of supplies/services, whichever is later. All inquiries regarding payments shall be directed to:

DFAS - ATTN: DFAS-CVDAAD/CO  
P.O. Box 369016  
Columbus, OH 43236-9016  
email: DFAS-CO\_LC@dfas.mil  
Phone: 800-756-4571 - select option 2 and then option 2.

Check payment status on the web at [www.dod.mil/dfas](http://www.dod.mil/dfas) under "Money Matters."

(End of Clause)

**G-4 DDC 52.232-9W32 Invoicing Instruction (AUG 2008)**

(a) Invoices shall be submitted not later than the fifth (5th) working day after the end of the previous month. The amount claimed to be due shall be indicated for the Contract and Contract Line Item Numbers (CLINs) and Sub CLINs. The public voucher and Standard Form 1034 shall be used to document each invoice.

(b) Reimbursement requests for Direct Labor or Subcontract Direct Labor shall be fully documented with contractor payroll records showing name, labor category, labor rate, and hours worked or evidence of payments to subcontractors to support the hours claimed for CLINs 0001, 0002, 0006, and X010 using the report format in Section C-6.6.1, Monthly Reports, Report Number 007, Labor Costs Monthly Report. Fixed fee shall be listed separately on the invoice under CLINs 0001, 0002, 0006, and X010 and will be reimbursed at 1/12th the total fee amount per month.

Reimbursement requests for Support Costs under CLINs 0003, 0007, and X011 shall be fully documented to support the costs claimed for the CLINs using the report format in Section C-6.6.1, Monthly Reports, Report Number 008, Support/Material Support Costs Monthly Report.

The Government will reimburse the Contractor for actual costs. The Contractor may include General and Administrative (G&A) or Material Handling expense IAW the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR. The Government reserves the right to audit purchase records during the period of performance of this contract to determine if adequate price competition requirements are being upheld.

(f) Two (2) copies of each invoice shall be forwarded to the COR for certification and one (1) copy of each invoice shall be forwarded to the Contract Specialist administering the contract for the contract file. The COR will be responsible to indicate the date received and the date accepted, and process within five (5) working days. Upon acceptance/approval, the COR will forward to the appropriate Defense Contract Audit Agency, (DCAA) for review and approval. Upon acceptance/approval, DCAA shall forward the invoice to the appropriate Defense Finance and Accounting Services (DFAS) office as indicated on the Standard Form 33 of the contract for payment and will also forward an information copy to the DDC Contract Specialist.

(g) In addition to the requirements of FAR 52.232-25, Prompt Payment, submissions of invoices shall include the following information:

1. Contract CLIN or SubCLIN for each item invoiced.

2. BOSS Financial Document Number (to be supplied to contractor at time of award).
3. The following Monthly Reports shall be attached:
  - a. Labor Costs Monthly Report, Report Number 007, Section C-6.6.1
  - b. Support/Material Support Costs Monthly Report, Report Number 008, Section C-6.6.1

4. Contract Number, Delivery Order Number and/or Modification Number.

5. Description of work.

6. A certificate of performance, stating:

“This is to certify that the services set forth herein were performed during the period stated on this contract/order.”

Contractor’s Authorized Representative

Date

7. A certificate for the COR’s signature stating:

“I certify that the labor charges and other costs specified herein are reasonable and accurately reflect the work accomplished by the contractor on this contract.”

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(COR Signature)

(Date)

The Contractor’s final invoice shall be identified as such, and shall list all other invoices previously tendered under this contract.

(End of Clause)

**G-5 DDC 52.232-9W33 Payment, Selected Items of Cost Reimbursement Contracts (AUG 2008)**

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 Clause)

**G-6 DDC 52.242-9W01 – Contractor Performance Assessment Reporting System (CPARS) Requirements (MAY 2008)**

(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 Clause)

**G-7 DDC 52.242-9W38 Post Award Conference (AUG 2008)**

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 Clause)

**G-8 DDC 52.242-9W39 Contract Administration Plan (AUG 2008)**

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:

Procuring Contracting Officer (PCO):

Name: Medard R. Kowalski III

Address: Defense Distribution Center

2001 Mission Drive, Bldg 404

DDC-J7 (DDC-AB)

New Cumberland, PA 17070-5000

Code: DDC-J7 (DDC-AB)

Phone: (717)770-4673

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) Procuring Contracting Officer (PCO) should be contacted for general information and shall perform the following functions:

- (1) Designates the COR. NOTE: COR authority is not redelegable.
- (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 PCO in writing. No action must be taken by the contractor unless the PCO has issued a contractual change.

(End of Clause)

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### Clauses Incorporated by Full Text

#### CLAUSES APPLICABLE TO ALL CLINs

#### **H-1 DLAD 52.204-9003 Vendor Security Requirements (JUN 2008)**

(a) Work to be performed under this contract/task order may, in full or in part, be performed at the Defense Logistics Agency (DLA) HQ or other field activity office(s), i.e., physical access to a Federally-controlled facility. DLA and its field activity offices require all contractor personnel working on the Federally-controlled facility to have a favorably adjudicated National Agency Check (NAC) prior to beginning work on a contract. Additionally, in accordance with Department of Defense (DoD) 5200.2-R, DoD Personnel Security Programs, and Defense Logistics Agency Regulation (DLAR) 5200.11, DLA Personnel Security Program, all DoD consultants and contractor personnel who have access to Federally-controlled information systems must be assigned to positions which are designated at one of three sensitivity levels, IT-I, IT-II, or IT-III. These designations equate to Critical Sensitive, Non-Critical Sensitive, and Non-sensitive, all of which require performance of a NAC. (Note: Non-Critical Sensitive -IT 2 now requires a National Agency Check with Law and Credit (NACLC) and Critical Sensitive - IT1 require Single Scope Background Investigation (SSBI))

(b) At the option of the Government, previously completed security investigations may be accepted in lieu of new investigations if determined to be essentially equivalent in scope to the required NAC. The length of time elapsed since the previous investigation will also be considered in determining whether a new investigation is warranted. In order to assist the Government in making this determination, the contractor must provide the following information to the contracting officer 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 initial
- (2) Social Security Number
- (3) Citizenship status
- (4) Date of Birth
- (5) Place of Birth
- (6) Proof of the individual's favorably adjudicated background investigation or NAC, consisting of identification of the type of investigation performed, date of the favorable adjudication, and name of the agency that performed the investigation.
- (7) Company name and address
- (8) Company phone and fax numbers
- (9) Company email address
- (10) Location of on-site workstation or phone number if off-site (if known prior to award)
- (11) Delivery order or contract number and expiration date
- (12) Name of contracting officer

(c) The Government will notify the contractor as soon as a determination is made regarding acceptance of the previous investigation. If a new investigation is deemed necessary, the contractor will be notified of such by the contracting officer or contracting officer's representative (CO/COR). It is the contractor's responsibility to ensure that adequate information is provided and that each contractor employee completes the appropriate paperwork in order to begin the investigation process. The contractor shall submit each request for investigation, through the CO/COR, to the DLA site Security Office. Requests shall include:

(1) Electronic Personnel Security Questionnaire (EPSQ) (SF 85P, Questionnaire for Public Trust Positions). This form, as well as instructions for completion, is available at [www.dss.mil](http://www.dss.mil).)

(2) Fingerprint Card, (DD Form 258); the DLA site Security Office will perform all fingerprinting.

(3) Proof of Citizenship (birth certificate or passport are acceptable, and must be the original or a certified copy.)

(4) Appropriate documentation from the Immigration and Naturalization Service if the applicant is a foreign national.

Required documentation, set forth above, must be provided to the DLA site Security Office at the time of fingerprinting.

(d) Upon completion of the NAC, results will be forwarded to DLA HQ Command Security, Personnel Security Division (DSS-SC) for review and determination regarding the applicant's suitability to occupy the specified position in performance of the DLA contract. Contractor personnel shall not commence work on this effort until the NAC has been favorably adjudicated. Results of investigations now go to DISCO, not DES-SC.

(e) A waiver to allow assignment of an individual to commence work prior to completion of the NAC 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's completed forms. The DLA site Security Office and the contracting officer reserve the right to determine whether a waiver request will be forwarded for processing. The individual requesting the waiver may not be assigned to a position, e.g., physically work at the Federally-controlled facility and/or be granted access to Federally-controlled information systems, until the waiver has been granted.

(f) 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, are deemed to conflict with the interests of the Government. The reason for removal shall be fully documented in writing by the contracting officer. When and if such removal occurs, the contractor shall assign qualified personnel, with the required NAC, to any vacancy thus created.

(g) All contractor personnel who are granted access to Government 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 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.

(h) The contractor is required to obtain a Common Access Card in accordance with procedures established at the DLA HQ or field activity office.

(i) When a contractor employee is removed from the contract, the contractor shall provide an appropriately trained substitute who has met the NAC 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 employee has met one of the criteria set forth in paragraphs (b), (c), or (e) 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. Individuals removed from this contract as a result of a violation of local AIS security policy are removed for the duration of the contract.

(j) The contractor shall notify the contracting officer in writing, within 12 hours, when an 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.

(k) These vendor 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. Contractor shall meet the required delivery schedule unless the contracting officer grants a waiver or extension.

(End of Clause)

## **H-2 DLAD 52.237-9001 Contractor Personnel Changes and Key Personnel Requirements (APR 2008)**

### **1. Contractor Personnel Changes:**

(a) 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.

(b) 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.

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

- (1) employees removed as a result of cancellation or completion of the contract,
- (2) employees replaced due to death or incapacitating illness or injury,
- (3) or employees removed or replaced at the Government's request.

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

### **2. Key Personnel Requirements:**

(a) 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 (c) below. The contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with the following:

1) 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.

2) All requests for approval of substitutions hereunder 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.

(b) 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.

(c) The follow positions are identified as Key Personnel:

Site Manager and Alternate Site Manager

(End of Clause)

**H-3 DDC 52.206-9W27 Competition in Supplies (AUG 2008)**

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 Clause)

**H-4 DDC 52.216-9W28 Accounting System (AUG 2008)**

In accordance with FAR 16.104(h), the Contractor shall have an accounting system which permits timely development of all necessary cost data in the form required by the proposed contract type.

(End of Clause)

**H-5 DDC 52.237-9W34 Hiring (AUG 2008)**

The Contractor shall maintain records for all personnel hired. At a minimum, the Contractor shall maintain records that support the personnel hired met 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 Clause)

**H-6 DDC 52.237-9W35 Substitution or Addition of Key Personnel (AUG 2008)**

(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 below and shall be fully capable of performing in an efficient, reliable and professional manner. Key Personnel categories for this contract are a Site Manager and an Alternate Site Manger.

(b) At a minimum, the Site Manager and Alternate Site Manager shall each possess a degree in Distribution Management or Business Management (minimum Bachelor's Degree) and at least five years of experience in Distribution Management, OR, at least ten years of progressive management experience in distribution operations similar in size and complexity to the operation offered in this contract.

(c) 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.

(d) 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.

(e) If the personnel for whatever reason become unavailable to work under the contract for a continuous period exceeding 30 calendar 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.

(f) 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.

(g) In the event a requirement to increase the specified level of effort for a designated 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 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 labor category.

(h) 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.

(i) 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 Clause)

**H-7 DDC 52.237-9W36 Employment of US Government Personnel Restricted (AUG 2008)**

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 Clause)

**H-8 DDC 52.245-9W41 Government-Furnished Equipment/Vehicles (AUG 2008)**

(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 Clause)

**H-9 DDC 52.245-9W42 Damage to Contractor Supplies, Materials, Equipment, and Property (AUG 2008)**

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 Clause)

**H-10 Award Fee CLINs**

(a) Under the Award Fee Pools, CLINS 0001, 1001, 2001, 3001, 4001 and 5001, the Contractor will be paid an award fee amount based upon demonstrated performance as identified in Section J – Attachment J.4, Award Fee Determination Plan.

(b) Within thirty (30) days of completion of each semi-annual payment milestone, the contractor's performance will be evaluated by a committee designated by the Fee Determining Officer (FDO). It will be made up of personnel knowledgeable of the contract requirements and the contractor's performance. The Contractor will be invited to furnish comments to the committee at this time. The FDO via the PCO will forward the recommendation of the committee, together with any comments he may have, to the contractor. The Contractor shall have thirty (30) calendar days in which to reply to the recommendations of the committee. The FDO shall then, considering the recommendations of the committee, the Contractor's reply (if timely), and such other information as is available to him, make his determination of award fee payable, and forward it in writing to the contractor. The Contractor shall use it to invoice for the amount specified.

(c) The maximum amount of the award fee is not subject to equitable adjustment under the "Changes" provision of this contract. Maximum fee is defined as the maximum award fee amount determined for a specific performance period. Refer to section 4.1. Award Fee Evaluation Periods, of attachment J.4 for details on the maximum award fee amount for each evaluation period.

(d) The base fee for this contract is set at 2% of the estimated costs for CLIN 0001 and 3% of the estimated costs for CLINs 1001, 2001, 3001, 4001, and 5001.

## SECTION I - CONTRACT CLAUSES

### Clauses Incorporated by Reference

CLAUSES SPECIFICALLY APPLICABLE TO COST REIMBURSEMENT CLINs 0001, 0002, 0005, 1001, 2001, 3001, 4001, 5001, 1002, 2002, 3002, 4002, 5002, 1005, 2005, 3005, 4005, and 5005.

	<b>FAR CLAUSE</b>	<b>TITLE</b>	<b>DATE</b>
I-1	52.216-7	Allowable Cost and Payment	DEC 2002
I-2	52-216-11	Cost Contract – No Fee	APR 1984
I-3	52.228-7	Insurance – Liability to Third Persons	MAR 1996
I-4	52.229-8	Taxes – Foreign Cost-Reimbursement Contracts	MAR 1990
I-5	52.232-20	Limitation of Cost	APR 1984
I-6	52.232-22	Limitation Of Funds	APR 1984
I-7	52.232-25	Prompt Payment	OCT 2003
I-8		Alternate I	FEB 2002
I-9	52.233-3	Protest After Award	AUG 1996
I-10		Alternate I	JUN 1985
I-11	52.242-3	Penalties for Unallowable Costs	MAY 2001
I-12	52.242-4	Certification of Final Indirect Costs	JAN 1997
I-13	52.243-2	Changes – Cost Reimbursement	AUG 1987
I-14		Alternate I	APR 1984
I-15	52.244-2	Subcontracts	JUN 2007
I-16		Alternate I	JUN 2007
I-17	52.244-5	Competition In Subcontracting	DEC 1996
I-18	52.249-6	Termination (Cost-Reimbursement)	MAY 2004
I-19	52.249-14	Excusable Delays	APR 1984

	<b>DFARS CLAUSE</b>	<b>TITLE</b>	<b>DATE</b>
1-20	252.231-7000	Supplemental Cost Principles	DEC 1991

CLAUSES SPECIFICALLY APPLICABLE TO FIRM-FIXED PRICE CLINs 0003, 1003, 2003, 3003, 4003, and 5003.

	<b>FAR CLAUSE</b>	<b>TITLE</b>	<b>DATE</b>
I-21	52.229-6	Taxes – Foreign Fixed Price Contracts	JUN 2003
I-22	52.232-1	Payments	APR 1984
I-23	52.232-8	Discounts for Prompt Payment	FEB 2002
I-24	52.232-11	Extras	APR 1984
I-25	52.243-1	Changes –Fixed Price	APR 1987
I-26		Alternate I	APR 1984
I-27	52.249-2	Termination for Convenience of the Government (Fixed Price)	MAY 2004
I-28	52.249-8	Default (Fixed-Price Supply and Service)	APR 1984

	<b>DFARS CLAUSE</b>	<b>TITLE</b>	<b>DATE</b>
I-29	252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
I-30	252.232-7007	Limitation of Government's Obligation	MAY 2006

CLAUSES APPLICABLE TO ALL CLINs

	<b>FAR CLAUSE</b>	<b>TITLE</b>	<b>DATE</b>
I-31	52.202-1	Definitions	JUL 2004
I-32	52.203-3	Gratuities	APR 1984
I-33	52.203-5	Covenant Against Contingent Fees	APR 1984
I-34	52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
I-35	52.203-7	Anti-Kickback Procedures	JUL 1995
I-36	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
I-37	52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
I-38	52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
I-39	52.203-13	Contractor Code of Business Ethics and Conduct	DEC 2008
I-40	52.203-14	Display of Hotline Poster(s)	DEC 2007
I-41	52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
I-42	52.204-7	Central Contractor Registration	JUL 2006
I-43	52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
I-44	52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
I-45	52.215-2	Audit and Records—Negotiation	JUN 1999
I-46		Alternate III	JUN 1999
I-47	52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
I-48	52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
I-49	52.215-11	Price Reduction for Defective Cost or Pricing Data—Modifications	OCT 1997
I-50	52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
I-51	52.215-13	Subcontractor Cost or Pricing Data—Modifications	OCT 1997
I-52	52.215-14	Integrity of Unit Prices	OCT 1997
I-53	52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
I-54	52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	JUL 2005
I-55	52.215-19	Notification of Ownership Changes	52.215-19
I-56	52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
I-57	52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
I-58	52.222-2	Payment for Overtime Premiums	JUL 1990
I-59	52.222-50	Combating Trafficking in Persons	AUG 2007
I-60		Alternate I	AUG 2007
I-61	52.223-6	Drug Free Workplace	MAY 2001
I-62	52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
I-63	52.223-14	Toxic Chemical Release Reporting	AUG 2003
I-64	52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts	MAY 2008
I-65	52.224-1	Privacy Act Notification	APR 1984
I-66	52.224-2	Privacy Act	APR 1984
I-67	52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
I-68	52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000

I-69	52.228-3	Workers' Compensation Insurance (Defense Base Act)	APR 1984
I-70	52.228-7	Insurance – Liability to Third Persons	MAR 1996
I-71	52.232-9	Limitation On Withholding Of Payments	APR 1984
I-72	52.232-17	Interest	JUN 1996
I-73	52.232-18	Availability Of Funds	APR 1984
I-74	52.232-23	Assignment of Claims	JAN 1986
I-75		Alternate I	APR 1984
I-76	52.232-25	Prompt Payment	OCT 2003
I-77	52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
I-78	52.233-1	Disputes	JUL 2002
I-79		Alternate I	DEC 1991
I-80	52.233-3	Protest After Award	AUG 1996
I-81	52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
I-82	52.237-3	Continuity Of Services	JAN 1991
I-83	52.239-1	Privacy or Security Safeguards	AUG 1996
I-84	52.242-1	Notice of Intent to Disallow Cost	APR 1984
I-85	52.242-13	Bankruptcy	JUL 1995
I-86	52.244-2	Subcontracts	JUN 2007
I-87	52.244-6	Subcontracts for Commercial Items	MAR 2007
I-88	52.245-1	Government Property	JUN 2007
I-89	52.245-9	Use and Charges	JUN 2007
I-90	52.246-25	Limitation Of Liability—Services	FEB 1997
I-91	52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
I-92	52.248-1	Value Engineering	FEB 2000
I-93	52.251-1	Government Supply Sources	APR 1984
I-94	52.253-1	Computer Generated Forms	JAN 1991

	<b>DFARS CLAUSE</b>	<b>TITLE</b>	<b>DATE</b>
I-95	252.201-7000	Contracting Officer's Representative	DEC 1991
I-96	252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2004
I-97	252.204-7000	Disclosure Of Information	DEC 1991
I-98	252.204-7002	Payment for Subline Items Not Separately Priced	DEC 1991
I-99	252.204-7003	Control Of Government Personnel Work Product	APR 1992
I-100	252.204-7004	Alternate A, Central Contractor Registration	SEP 2007
I-101	252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
I-102	252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
I-103	252.211-7007	Item Unique Identification of Government Property	NOV 2008
I-104	252.215-7000	Pricing Adjustments	DEC 1991
I-105	252.215.7002	Cost Estimating System Requirements	DEC 2006
I-106	252.215-7003	Excessive Pass-Through Charges – Identification of Subcontract Effort	APR 2007
I-107	252.215-7004	Excessive Pass-Through Charges	APR 2007
I-108	252.222-7002	Compliance with Local Labor Laws (Overseas)	JUN 1997
I-109	252.223-7001	Hazard Warning Label	DEC 1991
I-110	252.225-7004	Report of Intended Performance Outside the United States and Canada – Submission After Award	May 2007
I-111	252.225-7005	Identification Of Expenditures In The United States	JUN 2005
I-112	252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	May 2007
I-113	252.225-7012	Preference for Certain Domestic Commodities	MAR 2008
I-114	252.225-7040	Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States	MAR 2008

I-115	252.225-7041	Correspondence in English	JUN 1997
I-116	252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	JUN 2005
I-117	252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
I-118	252.227-7013	Rights in Technical Data - Noncommercial Items	NOV 1995
I-119	252.227-7016	Rights in Bid or Proposal Information	JUN 1995
I-120	252.227-7030	Technical Data – Withholding of Payment	MAR 2000
I-121	252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
I-122	252.228-7003	Capture and Detention	DEC 1991
I-123	252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
I-124	252.232-7008	Assignment of Claims (Overseas)	JUN 1997
I-125	252.232-7010	Levies on Contract Payments	DEC 2006
I-126	252.233-7001	Choice of Law (Overseas)	JUN 1997
I-127	252.234-7002	Earned Value Management System	APR 2008
I-128	252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
I-129	252.242-7004	Material Management and Accounting System	NOV 2005
I-130	252.243-7001	Pricing Of Contract Modifications	DEC 1991
I-131	252.243-7002	Requests for Equitable Adjustment	MAR 1998
I-132	252.245-7000	Government-Furnished Mapping, Charting, and Geodesy Property	DEC 1991
I-133	252.247-7023	Transportation of Supplies by Sea	MAY 2002
I-134		Alternate I	MAR 2000
I-135	252.247-7024	Notification of Transportation of Supplies by Sea	MAR 2000
I-136	252.251-7000	Ordering From Government Supply Sources	NOV 2004

**Clauses Incorporated by Full Text**

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**I-137 FAR 52.215-19 -- Notification of Ownership Changes (Oct 1997)**

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

- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
- (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

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

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

(End of Clause)

**I-138 FAR 52.217-8 -- Option to Extend Services (Nov 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The KO may exercise the option by written notice to the Contractor within 30 days of the end of the period of performance.

(End of Clause)

**I-139 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 6 years 5 months.

(End of Clause)

**I-140 FAR 52.252-6 --Authorized Deviations in Clauses (Apr 1984)**

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

(End of Clause)

**I-141 DFARS 252.215-7002 Cost Estimating System Requirements (DEC 2006)**

(a) *Definitions.*

“Acceptable estimating system” means an estimating system that—

- (1) Is maintained, reliable, and consistently applied;
- (2) Produces verifiable, supportable, and documented cost estimates that are an acceptable basis for negotiation of fair and reasonable prices;
- (3) Is consistent with and integrated with the Contractor’s related management systems; and
- (4) Is subject to applicable financial control systems.

“Estimating system” means the Contractor's policies, procedures, and practices for generating estimates of costs and other data included in proposals submitted to customers in the expectation of receiving contract awards. Estimating system includes the Contractor's—

- (1) Organizational structure;
- (2) Established lines of authority, duties, and responsibilities;
- (3) Internal controls and managerial reviews;
- (4) Flow of work, coordination, and communication; and

(5) Estimating methods, techniques, accumulation of historical costs, and other analyses used to generate cost estimates.

(b) *General.* The Contractor shall establish, maintain, and comply with an acceptable estimating system.

(c) *Applicability.* Paragraphs (d) and (e) of this clause apply if the Contractor is a large business and either—

(1) In its fiscal year preceding award of this contract, received Department of Defense (DoD) prime contracts or subcontracts, totaling \$50 million or more for which cost or pricing data were required; or

(2) In its fiscal year preceding award of this contract—

(i) Received DoD prime contracts or subcontracts totaling \$10 million or more (but less than \$50 million) for which cost or pricing data were required; and

(ii) Was notified in writing by the Contracting Officer that paragraphs (d) and (e) of this clause apply.

(d) *System requirements.*

(1) The Contractor shall disclose its estimating system to the Administrative Contracting Officer (ACO) in writing. If the Contractor wishes the Government to protect the information as privileged or confidential, the Contractor must mark the documents with the appropriate legends before submission.

(2) An estimating system disclosure is acceptable when the Contractor has provided the ACO with documentation that—

(i) Accurately describes those policies, procedures, and practices that the Contractor currently uses in preparing cost proposals; and

(ii) Provides sufficient detail for the Government to reasonably make an informed judgment regarding the acceptability of the Contractor's estimating practices.

(3) The Contractor shall—

(i) Comply with its disclosed estimating system; and

(ii) Disclose significant changes to the cost estimating system to the ACO on a timely basis.

(e) *Estimating system deficiencies.*

(1) The Contractor shall respond to a written report from the Government that identifies deficiencies in the Contractor's estimating system as follows:

(i) If the Contractor agrees with the report findings and recommendations, the Contractor shall—

(A) Within 30 days, state its agreement in writing; and

(B) Within 60 days, correct the deficiencies or submit a corrective action plan showing proposed milestones and actions leading to elimination of the deficiencies.

(ii) If the Contractor disagrees with the report, the Contractor shall, within 30 days, state its rationale for disagreeing.

(2) The ACO will evaluate the Contractor's response and notify the Contractor of the determination concerning remaining deficiencies and/or the adequacy of any proposed or completed corrective action.

(End of clause)

**I-142 DFARS 252.225-7040 – Contractor Personnel Authorized to Accompany the U.S. Armed Forces Deployed Outside of the United States (Deviation 2007-O0010)**

**CONTRACTOR PERSONNEL IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2007-000 10)**

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

"Chief of mission" means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Public Law 96-465) to be temporarily in charge of such a mission or office.

"Combatant commander" means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

(b) *General.* (1) This clause applies when contractor personnel are required to perform in the United States Central Command (USCENTCOM) Area of Responsibility (AOR), and are not covered by the clause at DFARS 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States.

(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) of this clause, contractor personnel are only authorized to use deadly force in self defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when use of such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.

(4) Service performed by contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) *Support.* Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for contractor personnel engaged in this contract.

(d) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel in the USCENTCOM AOR are familiar with and comply with, all applicable-

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Force protection, security, health, or safety orders, directives, and instructions issued by the Combatant Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) *Preliminary personnel requirements.* (1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work, or elsewhere in the contract.

(2) Before contractor personnel depart from the United States or a third country, and before contractor personnel residing in the host country begin contract performance in the USCENTCOM AOR, the Contractor shall ensure the following:

(i) All required security and background checks are complete and acceptable.

(ii) All personnel are medically and physically fit and have received all required vaccinations.

(iii) All personnel have all necessary passports, visas, entry permits, and other documents required for contractor personnel to enter and exit the foreign country, including those required for in-transit countries.

(iv) All personnel have received theater clearance, if required by the Combatant Commander.

(v) All personnel have received personal security training. The training must at a minimum-

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.

(vii) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at <http://www.travel.state.gov>.

(3) The Contractor shall notify all personnel who are not a local national or ordinarily resident in the host country that—

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 *et seq.*);

(ii) Pursuant to the War Crimes Act, 18 U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a violation of the law of war when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military or other Government missions outside the United States (18 U.S.C. 7(9)).

(f) *Processing and departure points.* The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the USCENTCOM AOR to—

(1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;

(2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and

(3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

(g) *Personnel data.* (1) The Contractor shall enter, before deployment, or if already in the USCENTCOM AOR, enter upon becoming an employee under this contract, and maintain current data, including departure date, for all contractor personnel, including U.S. citizens, U.S. legal aliens, third country nationals, and local national contractor personnel, who are performing this contract in the USCENTCOM AOR. This requirement excludes—

- Personnel hired under contracts for which the period of performance is less than 30 days; and
- Embarked contractor personnel, while afloat, that are tracked by the Diary Message

Reporting System.

(2) The automated web-based system to use for this effort is the Synchronized Predeployment and Operational Tracker (SPOT). Follow these steps to register in and use SPOT:

(i) SPOT registration can be accomplished by either a Common Access Card or through an Army Knowledge Online (AKO) account.

(ii) In order to obtain an AKO account, the Contractor shall—

(A) Request the Contracting Officer or other Government point of contact to sponsor its AKO guest account;

(B) Go to <http://www.us.army.mil>;

(C) Enter the AKO sponsor username; and

(D) After AKO registration, contact the sponsor to confirm registration.

(iii) *Registration in SPOT.*

(A) Register for a SPOT account at <https://iel.kc.us.army.mil/spotregistration/>.

(B) The customer support team must validate user need. This process may take 2 business days. Company supervisors will be contacted to determine the appropriate level of user access.

(iv) *Access to SPOT.* Upon approval, all users will access SPOT at <https://iel.kc.uus.army.mil/spotracker>.

(v) *SPOT Questions.* Refer SPOT application assistance questions to the Customer Support Team at 717-506-1358 or [SPOT@technisource.com](mailto:SPOT@technisource.com).

(3) The Contractor shall ensure that all employees in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive the data card.

(h) *Contractor personnel.* The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.

(i) *Weapons.* (1) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons—

(i) The Contracting Officer may authorize an approved Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The \_\_\_\_\_ [*Contracting Officer to specify individual, e.g. Contracting Officer Representative, Regional Security Officer, etc.*] may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified contractor employees.

(2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons-

(i) Are adequately trained to carry and use them-

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable Department of Defense and agency policies, agreements, rules, regulations, and other applicable law;

- (ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and
  - (iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.
- (4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.
- (5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.
- (j) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.
- (k) *Military clothing and protective equipment.* (1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing, contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.
- (2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.
- (l) *Evacuation.* (1) If the Chief of Mission or Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and third country national contractor personnel the level of assistance provided to private United States citizens.
- (2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.
- (m) *Personnel recovery.* In the case of isolated, missing, detained, captured or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 2310.2, Personnel Recovery.
- (n) *Notification and return of personal effects.* (1) The Contractor shall be responsible for notification of the employee-designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the employee-
- (i) Dies;
  - (ii) Requires evacuation due to an injury; or
  - (iii) Is isolated, missing, detained, captured, or abducted.
- (2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing contractor personnel, if appropriate, to next of kin.
- (o) *Mortuary Affairs.* Mortuary affairs for contractor personnel who die in the area of performance will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.
- (p) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.
- (q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform in the

USCENTCOM AOR.

(End of clause)

**I-143 DLAD 52.204-9000 – Contractor Personnel Security (APR 2008)**

(a) Work that is performed under this contract/task order, in full or in part, must be performed at the Defense Logistics Agency (DLA) HQ or DLA office(s), and therefore requires physical access to a federally-controlled facility. DLA and its field activity offices require all contractor personnel working on the federally-controlled facility to have a favorably adjudicated investigation prior to commencing work on a contract. Additionally, all DoD consultants and contractor personnel who access federally-controlled information systems must be assigned to positions which are designated at one of three sensitivity levels: IT-I (privileged), IT-II (limited privileged) and IT-III (non-privileged) (Ref DODI 8500.2, Para E2.1.36.). For IT-I, a Single Scope Background Investigation (SSBI) is required; for IT-II a National Agency Check with Law and Credit Checks (NACLC) is required; and for IT-III designated positions, a National Agency Check with written Inquiry (NACI) is required.

(b) At the option of the Government, previously completed security investigations may be accepted in lieu of new investigations if determined to be essentially equivalent in scope to the required investigation. The length of time elapsed since the previous investigation will also be considered in determining whether a new investigation is warranted. In order to assist the Government in making this determination, the contractor must provide the following information to the contracting officer immediately upon receipt of the contract or when an employee is proposed for work requiring access to a federally-controlled facility or information system. 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 initial
- (2) Social Security Number
- (3) Citizenship status
- (4) Date of Birth
- (5) Place of Birth
- (6) Proof of the individual's favorably adjudicated background investigation, consisting of identification of the type of investigation performed, date of the favorable adjudication, and name of the agency that performed the investigation.
- (7) Company name and address
- (8) Company phone and fax numbers
- (9) Company email address
- (10) Location of on-site workstation or phone number if off-site (if known prior to award)
- (11) Delivery order or contract number and expiration date
- (12) Name of contracting officer

(c) The Government will notify the contractor as soon as a determination is made regarding acceptance of the previous investigation. If a new investigation is deemed necessary, the contractor will be notified by the contracting officer or contracting officer's representative (CO/COR). It is the contractor's responsibility to ensure that adequate information is provided and that each contractor employee completes the appropriate paperwork in order to begin the investigation process. The contractor shall submit each request for investigation, through the CO/COR, to the DLA site Security Office. Submission shall include a Contractor Request Form, with supporting documentation, which states what information technology level and access is required for the position. Request shall include:

- (1) SF 85P, Questionnaire for Public Trust Positions;
- (2) FD Form 258, Fingerprint Card (the DLA site Security Office will perform all fingerprinting);
- (3) Proof of Citizenship (birth certificate or passport are acceptable, and must be the original or a certified copy); and
- (4) Appropriate documentation from the Immigration and Naturalization Service if the applicant is a foreign national.

Required documentation, set forth above, must be provided to the DLA site Security Office.

(d) If an investigation is required for unescorted entry purposes, the National Agency Check (NAC) results will be forwarded to the HQ DLA Enterprise Support (DES) Public Safety Office,

Personnel Security Division (DES-SC) for review and determination regarding the applicant's eligibility to occupy the specified position in performance of the DLA contract. If an SSBI, NACLIC or NAC is required for logical/IT access, the results of the investigation are returned to the Defense Industrial Security Clearance Office (DISCO) for review and determination regarding the applicant's eligibility to access DLA information systems. Determinations made by DISCO will be reflected in the Joint Personnel Adjudications System (JPAS).

(e) A waiver to allow assignment of an individual to commence work prior to completion of the NAC 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's completed forms. The DLA site Security Office and the contracting officer reserve the right to determine whether a waiver request will be forwarded for processing. The individual requesting the waiver may not be assigned to a position, may not physically work at the federally-controlled facility and/or be granted access to federally-controlled information systems, until the waiver has been granted.

(f) 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. When the Government, in its sole discretion, determines that the contractor's continued presence on a federally-controlled facility or access to federally-controlled information systems presents an unacceptable security risk, the Government retains the right to require removal of contractor personnel, regardless of prior clearance or adjudication status. The reason for removal shall be fully documented in writing by the contracting officer. When and if such removal occurs, the contractor shall assign qualified personnel, with the required NAC, to any vacancy thus created.

(g) All contractor personnel who are granted access to Government 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, may result in removal of the 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.

(h) The contractor is required to obtain a Common Access Card (CAC) in accordance with procedures established at the DLA HQ or field activity office.

(i) Any new or replacement contractor employee must meet the NAC requirements of this clause, and may not begin work on the contract without written documentation signed by the contracting officer, stating that the new employee has met one of the criteria set forth in paragraphs (b), (c), or (e) of this clause, i.e., acceptance of a previously completed security investigation, satisfactory completion of a new investigation, or a waiver allowing commencement of work pending completion of an investigation. Individuals removed from this contract as a result of a violation of local AIS security policy are removed for the duration of the contract.

(j) The contractor shall notify the contracting officer in writing, within 12 hours, when an employee working on this contract resigns, is reassigned, is terminated, or no longer requires admittance to the federally-controlled facility or access to federally-controlled information systems. The contractor is responsible for the turning in of identification badges, CAC Card and vehicle decal. The contractor must also complete the Information Operations Out-processing Checklist, which can be obtained by contacting the Information Assurance Operations Office (J6FA). The checklist must be completed, initialed and dated before submitting at the final checkout point.

(k) These 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. Contractor shall meet the required delivery schedule unless the contracting officer grants a waiver or extension.

(End of Clause)

**I-144 DLAD 52.204-9002 – Solicitation Provisions and Contract Clauses Statement (JUN 2008)**

Full text of all DLAD clauses listed within this individual solicitation are contained in the Part 52 – Solicitation Provisions and Contract Clauses, current version found at <http://www.dla.mil/j-3/j-336/icps.htm> and scroll down to clause central. Also, the full text of FAR/DFARS clauses incorporated by reference may be accessed.

(End of Clause)

**I-145 DLAD 52.217-9017 -- Tailored Logistics Support Purchasing Reviews (Jun 2006)**

1. 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, Defense Contract Audit Agency, 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.
2. 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:
  - a. 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 FAR Subpart 15.4 and FAR 31.201-3.
  - b. 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.
3. 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.

4. 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.

5. 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 No. \_\_\_\_\_ 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-146 DLAD 52.228-9000 -- Insurance (Feb 2005)**

The Contractor shall, at its own expense, provide and maintain during the entire period of any resulting contract, including any extensions granted by contract modification, at least the kinds and minimum amounts of insurance noted here:

Workers' Compensation and Employer's Liability - \$100,000 (except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.)  
General Liability- \$500,000 per occurrence  
Automobile Liability – Property damage \$20,000 per occurrence, Bodily injury \$200,000 per person and \$500,000 per occurrence.

When requested by the Contracting Officer, the Contractor shall provide a copy of all subcontractors' proofs of required insurance no later than five (5) days before each subcontractor commences work on the Government installation.

(End of Clause)

**I-147 DLAD 52.245-9003 – Transportation Costs of GFP (JAN 2007)**

(a) In accordance with FAR 52.245-2, Government Property Installation Operation Services, or FAR 52.245-4, Government Furnished Property (Short Form) the Government will furnish at no cost to the Contractor the property specified below for the use performing the resulting contract:

ITEM NO.	IDENTIFICATION OF PROPERTY	QTY	UNIT PRICE

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(b) The Government will deliver government furnished property to the Contractor's plant in accordance with FAR 52.247-55, F.O.B. Point for Delivery of Government-Furnished Property. Offerors must indicate in the space below the name and address of the plant where the property will be utilized. In the absence of so indicating, the Government will assume and evaluate offers on the assumption that the property will be utilized at the plant specified by offerors in their offers under the heading "Production Facilities," or Block 15A of SF33.

Offeror to complete:

Plant: \_\_\_\_\_

Street Address: \_\_\_\_\_

City and State: \_\_\_\_\_

(c) In the evaluation of the offers, in response to this solicitation, among the factors to be considered in determining the low offeror will be the cost of transporting Government-furnished property to the contractor's plant. Land methods of transportation by regulated common carrier will be used to evaluate cost of transportation from the Government's place of shipment (cited below) to the offeror's plant (paragraph b). This transportation cost will be added to the offered price to determine the overall cost to the Government; however, if the location from which the government furnished property will be shipped is not known at the time of issuance of the solicitation, the cost of transporting such property to the offeror's plant will not be a factor in the evaluation of offers.

Government furnished materials will be shipped from:

\_\_\_\_\_

Weight: \_\_\_\_\_

Cube: \_\_\_\_\_

(d) The delivery schedule contained in Section F is based on the assumption that delivery of Government-furnished property will be made to the contractor within 45 days, unless otherwise indicated, after date of award.

(e) Contractor's Receipt for GFP: Concurrently with each shipment of GFP, the Government will furnish the Contractor with shipping documents setting forth the exact quantity of property furnished. Within five days after receipt of GFP for performance under this contract, the Contractor shall acknowledge receipt on the Government shipping documents and return them to \_\_\_\_\_. The Government reserves the right to suspend further shipments of property until receipts for GFP have been properly prepared and received by the Government. Notwithstanding any other contract provision, delays by the Contractor caused by suspension of GFP shipments for failure to meet this provision shall not constitute an excusable delay within the meaning of the contract.

(End of Clause)

**I-148 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-149 DLAD 52.249-9000 -- Administrative Costs of Reprourement 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)

**I-150 DDC 52.222-9W29 Requests for Overtime (AUG 2008)**

Pursuant to FAR Clause 52.222-2, PAYMENT FOR OVERTIME PREMIUMS (JUL 1990), the Contractor shall submit its requests for overtime in writing (e-mail is acceptable) to the Contracting Officer's Representative (COR), with a copy to the Alternate COR and the Contract Specialist. Requests shall be submitted no later than (NLT) 2:00 p.m. (Kuwait Local time) on the day when overtime is required and/or NLT 2:00 p.m. (Kuwait Local time) Friday when weekend overtime is anticipated. In accordance with FAR 52.222-2, the written request shall:

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

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

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

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

The written request shall be approved in writing (e-mail is acceptable) by the COR or the Alternate COR prior to working the overtime. The contractor shall submit an overtime report (e-mail is acceptable) by employee and hours worked which documents the overtime accomplishments to the COR, with a copy to the Alternate COR and the Contract Specialist, by 11:00 a.m. (Guam Local time) on the next normal working day.

In the event of an emergency request during after hours or on a holiday, the COR/ACOR or Commander may provide verbal permission (via telephone) for the use of overtime. All documentation cited above will be provided within two hours of start of the next regular workday. If none of these officials is available, the Site Manager may proceed to work only the amount of overtime required to respond to the emergency, with continued attempts to telephonically notify these officials, and with all documentation to be provided within two working hours of the start of the next regular work day.

(End of Clause)

**I-151 DDC 52.237-9W21 -- Management of Contractor Employees (MAR 2007)**

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 Clause)

**I-152 DDC 52.247-9W08 – Mark Contract Number on All Correspondence (FEB2007)**

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 Clause)

## SECTION J - LIST OF ATTACHMENTS

### 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:

	<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>	<b>NUMBER OF PAGES</b>
J-1	Attachment J.1	Past Performance Questionnaire	N/A	6
J-2	Attachment J.2	Section C – Performance Work Statement (PWS)	12/04/2008	177
J-3	Attachment J.3	Facility Progress Assessment Checklist	2/24/2009	14
J-4	Attachment J.4	Award Fee Plan	2/24/2009	15

(End of Clause)

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

### PROVISIONS INCORPORATED BY REFERENCE

#### PROVISIONS APPLICABLE TO ALL CLINs

	<b>FAR PROVISION</b>	<b>TITLE</b>	<b>DATE</b>
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
	<b>DFARS PROVISION</b>	<b>TITLE</b>	<b>DATE</b>
K-4	252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	OCT 2006
K-5	252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005

#### **Provisions Incorporated by Full Text**

#### PROVISIONS APPLICABLE TO ALL CLINs

#### **K-6 FAR 52.204-8 Annual Representatives and Certifications (JAN 2006)/DFARS 252.204-7007 – Alternative A, Annual Representations and Certifications (JAN 2008)**

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is 493110.

(2) The small business size standard is N/A.

(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 N/A.

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) 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 (c) applies.

(ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

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

**K-7 FAR 52.209-5 Certification Regarding Responsibility Matters (Dec 2008)**

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are \* are not \* presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have \* have not \*, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(C) Are \* are not \* presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have [ ], have not [ ], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has [ ] has not [ ], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, 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 subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

FAR/DFARS Clause #	Title	Date	Change

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

(End of Provision)

**K-8 FAR 52.223-13 Certification of Toxic Chemical Release Reporting (AUG 2003)**

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that --

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]

- \* (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
- \* (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- \* (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

\* (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.)), or 5169, 5171, 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

\* (v) The facility is not located within any State of the United States or its outlying areas.

(End of Provision)

**K-9 FAR 52.230-1 Cost Accounting Standards Notices and Certification (Oct 2008)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

**I. Disclosure Statement -- Cost Accounting Practices and Certification**

(a) Any contract in excess of \$650,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

\* (1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

\* (2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

\* (3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

\* (4) *Certificate of Interim Exemption.* The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

\* The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

## III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

\* yes \* no

(End of Provision)

## **K-10 DFARS 252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (JUN 1995)**

(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 Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative 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 Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative 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 Innovative 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			
Computer Software			Name of Person
to be Furnished	Basis for	Asserted Rights	Asserting
With Restrictions*	Assertion**	Category***	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-11 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-12 DLAD 52.233-9001DISPUTES: Agreement to Use Alternative Dispute Resolution (ADR) (JUN 2001)**

(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 FAR 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 counsel ( see [DLA Directive 5145.1](#)). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here [  ]. Alternate wording may be negotiated with the contracting officer.

(End of Provision)

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

**PROVISIONS INCORPORATED BY REFERENCE**

PROVISIONS APPLICABLE TO ALL CLINS

	<b>FAR CLAUSE</b>	<b>TITLE</b>	<b>DATE</b>
L-1	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	APR 2008
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	52.222- 24	PRE-AWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW	FEB 1999
L-6	52.237- 10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT 1997
	<b>DFARS CLAUSE</b>	<b>TITLE</b>	<b>DATE</b>
L-7	DFARS 252.209- 7002	DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT	JUN 2005
L-8	DFARS 252.225- 7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA – SUBMISSION WITH OFFER	DEC 2006

**PROVISIONS INCORPORATED IN FULL TEXT**

PROVISIONS 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 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) (JAN 2006)**  
 (a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:  
 (1) ASSIST ( <http://assist.daps.dla.mil/>);  
 (2) Quick Search (<http://assist.daps.dla.mil/quicksearch/> )

- (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 ( <http://assist.daps.dla.mil/wizard> );
  - (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 Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct 1997) and Alternate II (OCT 1997)**

(a) *Exceptions from cost or pricing data.*

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

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

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

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

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

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

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

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

(c) When the proposal is submitted, also submit one copy to:

(1) the Contract Auditor.

(End of Provision)

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

The Government contemplates award of a Hybrid Cost-Plus Award Fee (CPAF) and Firm Fixed Price (FFP) contract resulting 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

Defense Distribution Center  
2001 Mission Drive, Bldg 404  
DDC-AB, Medard Kowalski  
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 (SEP 1999)**

Companies protesting this procurement may file a protest: 1) with the contracting officer; 2) with the Government Accountability Office or; 3) pursuant to Executive Order No. 12979, with the Agency for a decision by the **Activity's Chief of the Contracting Office**. Protests filed with the agency should clearly state that they are an "Agency Level Protest under Executive Order No. 12979." (Note: **DLA procedures for Agency Level Protests filed under Executive Order No. 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 DDC 52.242-9W40 Preproposal Conference Instructions - DDKS (AUG 2008)**

(a) A pre-proposal conference for Defense Distribution Depot Kuwait, Southwest Asia (DDKS) will be held as follows:

PRE-PROPOSAL CONFERENCE  
Date: Tentative Date: 7 April 2009  
Time: 0900hrs Kuwait Time  
Location: Kuwait Hilton, Fahaheel, Kuwait

Dress code for the pre-proposal conference is casual. No food or refreshments will be served.

If SEVERE WEATHER necessitates the event to be re-scheduled, pre-registered offerors will be notified as soon as practical.

Prospective offerors are encouraged to attend this conference. Interested parties must register with Shane Crusey by e-mail at [shane.crusey@dla.mil](mailto:shane.crusey@dla.mil) NLT 31 March 2009 at 12:00pm EST. Please

be prepared to provide the following information for representatives attending: Name, SS#, citizenship (i.e. U.S. Citizen, Foreign National, etc), company name, e-mail address, phone number. In addition, Foreign Nationals will need to provide a Passport # or Visa Number and date of birth. Confirmation will be validated by return e-mail.

(b) Prospective offerors are advised that the pre-proposal conference will be held solely for the purpose of explaining the specifications and terms and conditions of this solicitation. Any changes to the solicitation will only be provided by written amendments. If an amendment is issued, normal procedures relating to the acknowledgement and receipt of any such amendment shall be applicable. In no event will failure to attend the pre-proposal conference constitute grounds for a claim after award of the contract.

(c) Each company is restricted to [2] attendees per organization.

(d) Security clearances are not required. However, registration is required, as described above.

(End of Provision)

**L-17 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 concerning this solicitation shall be submitted by electronic mail to the following:  
shane.crusey@dla.mil  
Subject: Sollicitation SP3100-09-R-0004

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

Question	RFP Page	RFP Para	Name of Firm	POC	Tel No.	Fax No.	e-mail
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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. Inquiries will be answered in writing and provided to all offerors. **All questions must be received by 4:00 p.m. eastern local time on 10 April 2009. Questions received after this date and time will not receive a response.**

**2. The hour and date for receipt of offers is 2:00 p.m. eastern local time on 01 May 2009. HARD COPY OFFERS MUST BE RECEIVED IN THIS OFFICE BY THIS DATE AND TIME. Facsimile and email submissions of proposals will not be accepted.**

Proposals sent via US Postal Service shall be addressed to the Procuring Contracting Officer (PCO), Mr. Medard Kowalski III, and mailed to:

Defense Distribution Center  
J Avenue, Bldg 404  
DDC-AB, Medard Kowalski III  
New Cumberland, PA 17070-5000

Proposals sent via Commercial Carrier (i.e., FedEx, UPS, DHL, etc.) shall be addressed to the Procuring Contracting Officer (PCO), Mr. Medard Kowalski III, and mailed to:

Defense Distribution Center  
J Avenue, Bldg 404  
DDC-AB, Medard Kowalski III  
New Cumberland, PA 17070-5000

If the offeror plans to hand deliver the proposal, they shall contact the Contract Specialist, Shane Crusey 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, solicitation number and the following statement:

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

4. Offerors and their major subcontractors **shall submit one (1) paper copy of their cost proposal and one (1) CD of their cost proposal** to their cognizant Defense Contract Audit Agency (DCAA). The offeror's cognizant DCAA can be found using the Audit Office Locator by zip code on the DCAA website at [www.dcaa.mil](http://www.dcaa.mil). 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.

5. In order to be eligible for award, the offeror must have an accounting system adequate for determining costs applicable to the contract and such that Government surveillance during performance will provide reasonable assurance that efficient methods and effective costs controls are used.

6. 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, and request an audit as determined necessary by the PCO.

7. 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 Contract Specialist, Shane Crusey ([shane.crusey@dla.mil](mailto:shane.crusey@dla.mil)) in writing in the format provided in paragraph 1 on the previous page. If an offeror believes that the requirements in this instruction are otherwise unsound, the offeror shall immediately notify the PCO, Mr. Medard Kowalski ([medard.kowalski@dla.mil](mailto:medard.kowalski@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.**

8. Submission of a proposal that does not contain all of the items requested in Section L-19 may result in elimination from consideration for award.

(End of text)

**L-18 PROPOSAL PREPARATION REQUIREMENTS**

1. Organization/Number of Copies/Page Limits: The offeror shall prepare the proposal in the English language 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 (4) separate volumes as follows:

VOLUME	TITLE	PAPER COPIES	CD's	PAGE LIMITATION
I	<b>Solicitation, Offer and Award Document (SF-33)</b>	Original & 1	1	N/A
II	<b>Technical Proposal</b>	Original & 3	3	
	<b>Section 1: General Information</b>			N/A
	<b>Section 2: Mission Capability</b>			
	a. Operations			*
	b. Equipment			*
	c. Transportation			*
	<b>Section 3: Management Capability</b>			
	a. Distribution Management			*
	b. Resourcing			*
	c. Plans			*
	<b>Section 4: Location and Physical Layout of Facilities</b>			
	a. Facilities			*
	b. Information Technology Infrastructure			*
	c. Security			*
<b>* NOTE: THE TOTAL OF VOLUME II, SECTION 2, Parts a, b, and c; SECTION 3, Parts a, b, and c; VOLUME II, SECTION 4, Parts a, b, and c SHALL NOT EXCEED 300 PAGES</b>				
III	<b>Past Performance Proposal</b>	Original & 2	2	40
IV	<b>Cost Proposal</b>	Original & 2	2	N/A
		1 TO DCAA	1 TO DCAA	

2. Page Limitations: The page limitations for Sections two, three, and four shall be treated as the maximum number of pages allowable for those sections. If an offer exceeds the maximum number of those pages, the excess pages 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. Offerors are advised that the paper version of the proposals take precedence over the CD version, in other words omissions in the paper copies can not be compensated for by the content contained in the CD copies of the offeror's proposal.

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. Except for the reproduced sections of the solicitation document and chart labels, the text size shall be no less than 10 point font. 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.

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 2000, including Microsoft Word 2000 and Microsoft Excel 2000. For each cost breakdown provided in Microsoft Excel format, the Offeror must show and establish clear 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.

(End of text L-18)

## **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 are also reminded that (1) signed copy of each amendment must be included in the submitted proposal package (applicable only if any amendments are issued), otherwise offeror's proposals could be considered unacceptable and may not be considered.

### **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 proposed cost/price shall not be carried out past two decimal points.

### **Section 3 - REPRESENTATIONS AND CERTIFICATIONS:**

By the proposal submission, the offeror verifies that the representations and certifications currently posted electronically via the Online Representations and Certifications Application (ORCA) website at <https://orca.bpn.gov/> 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 (See K-6). Restating the PWS 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 DCAA has determined that the contractor's accounting system will permit timely development of all necessary cost data to support the Cost line items 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.** If costs from any major subcontractors are included in the contractor's proposal then the contractor shall provide the contact information for the subcontractor's local DCAA office to allow the Government evaluators to verify the accounting system meets the Government's requirements.

**VOLUME II – TECHNICAL PROPOSAL**

**Section 1 – GENERAL INFORMATION**

**Section 1a – CROSS-WALK MATRIX**

Utilizing the format below, each offeror shall submit a cross-walk index between each requirement of the PWS and the Volume, Section, Sub-Section and Page Number of the proposal where that requirement is addressed. This cross-walk index should clearly trace costing information back to PWS paragraphs and proposal sections. The cross-walk index will be utilized by the Government to facilitate evaluations of all offerors.

<u>Section L:</u>	<u>Section C PWS:</u>	<u>Offeror's Technical Proposal:</u>	<u>Offeror's Cost Proposal:</u>
<b>Section 1a “Best Value” Benefits Table</b>	N/A		
<b>Section 2 paragraph 1(a) Distribution Services</b>			
Section 2 paragraph 1(a)(1)	Sections 5.2. through 5.2.2.15		
Section 2 paragraph 1(a)(2)	Section 5.3., 5.6, 5.6.1.1, 5.6.4, 5.6.4.2		
Section 2 paragraph 1(a)(3)	Sections 5.1.6, 5.2.1, 5.3, 5.4, 5.6.4, 5.6.4.1, 5.6.4.2		
Section 2 paragraph 1(a)(4)	Sections 5.1.5.4, 5.5.1, 5.5.1.1, 5.5.1.2, 5.5.1.3, 5.5.1.4, 5.5.1.8,		
Section 2 paragraph 1(a)(5)	Sections 5.5.1.8, 5.5.2.4, 5.6, 5.7.1,		
Section 2 paragraph 1(a)(6)	Section 5.2.2.7, 5.2.2.8, 5.3.2.3, 5.4.2.1, 5.5.1.1, 5.5.1.7.6, 5.5.1.9, 5.5.2.4		
Section 2 paragraph 1(a)(7)	Section 5.5.1.9.2		
Section 2 paragraph 1(a)(8)	Sections 5.5.1.1, 5.5.1.8, 5.5.1.9, 5.5.1.9.2		
<b>Section 2 paragraph 1(b) Warehouse Operations</b>			
Section 2 paragraph 1(b)1	Sections 4.4, 5.3, 5.5.1.2, 5.6.3, 5.6.4.1		
Section 2 paragraph 1(b)2	Sections 1.9.1.4, 5.3.1, 5.3.1.2,		
Section 2 paragraph 1(b)3	Sections 5.3.1.2		
Section 2 paragraph 1(b)4	Sections 5.1.3.1, 5.1.3.2,		
Section 2 paragraph 1(b)5	Sections 5.1,		
Section 2 paragraph 1(b)6	Section 5.1.4, 5.5		
<b>Section 2 paragraph 1(c) Inventory Management Operations</b>			
Section 2 paragraph 1(c)1	Sections 5.4,		
Section 2 paragraph 1(c)2	Section 5.4		
Section 2 paragraph 1(c)3	Sections 5.4.1.2, 5.5.1.3,		
Section 2 paragraph 1(c)4	Section C 1 – C 6		
Section 2 paragraph 1(c)5	Section 5.4		
Section 2 paragraph 1(c)6	Section C 1 – C 6		
<b>Section 2 paragraph 2 Equipment</b>			
Section 2 paragraph 2(1)	Section C 1 – C 6		

Section 2 paragraph 2(2)	Sections 1.9.1, 1.9.1.2, 4.3		
Section 2 paragraph 2(3)	Sections 1.9.1, 1.9.1.2, 4.3		
Section 2 paragraph 2(4)	Section 1.9.1, 1.9.1.2, 4.3		
Section 2 paragraph 2(5)	Section C 1 – C 6		
Section 2 paragraph 2(6)	Section 1.9.1.2, 3.2.2 5.1.1, 5.1.1.1, 5.1.1.2,		
Section 2 paragraph 2(7)	Section 3.2, 3.2.2		
Section 2 paragraph 2(8)	Section 1.2, 4.5.3, 4.6.1, 4.6.2, 4.6.3, 4.6.4, 4.6.5, 4.6.6, 4.6.7, 5.2, 5.4,		
Section 2 paragraph 2(9)	Section 1.9.1.2,		
Section 2 paragraph 2(10)	Sections 3.2.2, 4.6.2, 4.6.3, 4.6.9,		
Section 2 paragraph 2(11)	Section 4.6.1		
Section 2 paragraph 2(12)	Section 4.6.1, 5.1.4		
Section 2 paragraph 2(13)	Section 3.2.2		
<b>Section 2 paragraph 3 Transportation</b>			
Section 2 paragraph 3(1)	Section C 1 – C 6		
Section 2 paragraph 3(2)	Section C-5.1.5, 5.5		
Section 2 paragraph 3(3)	Section C-5.5		
Section 2 paragraph 3(4)	Section 3.2.2, C-5.5		
<b>Section 3 paragraph 1(a) Management Approach</b>			
Section3 paragraph 1(a)(1)	Section C1 – C 6		
Section 3 paragraph 1(a)(2)	Section C1 – C 6		
Section3 paragraph 1(a)(3)	Section C1 – C 6		
Section 3 paragraph 1(a)(4)	Section C1 – C 6		
Section 3 paragraph 1(a)(5)	Section C 1 – C 6		
<b>Section3 paragraph 1(b) Management Organizational Structure</b>			
Section 3 paragraph 1(b)(1)	Section C 1 – C 6		
Section 3 paragraph 1(b)(2)	Section C 1 – C 6		
<b>Section 3 paragraph 2(a) Key Personnel</b>			
Section 3 paragraph 2(a)(1)	Section 1.3		
Section 3 paragraph 2(a)(2)	Section 1.3		
Section 3 paragraph 2(a)(3)	Section 1.3		
Section 3 paragraph 2(a)(4)	Requirement deleted		
<b>Section 3 paragraph 2(b) Depot Organizational Structure</b>			
Section 3 paragraph 2(b)(1)	Section C 1 – C 6		
Section 3 paragraph 2(b)(2)	Section C 1 – C 6		
Section 3 paragraph 2(b)(3)	Section C 1 – C 6		
<b>Section 3 paragraph 2(c) Personnel Data</b>			
Section 3 paragraph 2(c)(1)	Section 1.9 through 1.9.2		
Section 3 paragraph 2(c)(2)	Section 1.9 through 1.9.2		
Section 3 paragraph 2(c)(3)	Section 1.9 through 1.9.2		
Section 3 paragraph 2(c)(4)	Section 1.9 through 1.9.2		
Section 3 paragraph 2(c)(5)	Section 1.9 through 1.9.2		
Section 3 paragraph 2(c)(6)	Section 1.9 through 1.9.2		

Section 3 paragraph 2(c)(7)	Section 1.9 through 1.9.2		
Section 3 paragraph 2(c)(8)	Section 1.9 through 1.9.2		
Section 3 paragraph 2(c)(9)	Section 1.9 through 1.9.2		
Section 3 paragraph 2(c)(10)	Section C 1 through C 6		
Section 3 paragraph 2(c)(11)	Section C 1 through C 6		
Section 3 paragraph 2(c)(12)	Section 3.5		
<b>Section 3 paragraph 3(a) Quality Control/Customer Satisfaction</b>			
Section 3 paragraph 3(a)(1)	Section 5.1.4		
Section 3 paragraph 3(a)(2)	Section 5.1.4		
<b>Section 3 paragraph 3(b) Transition/Phase-In and Phase-Out Plan</b>			
Section 3 paragraph 3(b)(1)	Section 1.9 through 1.9.2, 1.12		
Section 3 paragraph 3(b)(2)	Section 1.9 through 1.9.2, 1.12		
Section 3 paragraph 3(b)(3)	Section 1.9 through 1.9.2, 1.12		
Section 3 paragraph 3(b)(4)	Section 1.9 through 1.9.2, 1.12		
Section 3 paragraph 3(b)(5)	Section 1.9 through 1.9.2, 1.12		
Section 3 paragraph 3(b)(6)	Section 1.9 through 1.9.2, 1.12		
Section 3 paragraph 3(b)(7)	Section 1.9 through 1.9.2, 1.12		
Section 3 paragraph 3(b)(8)	Section 1.9 through 1.9.2, 1.12		
Section 3 paragraph 3(b)(9)	Section 1.9 through 1.9.2, 1.12		
<b>Section 3 paragraph 3(c) Surge, Sustainment and Disaster Recovery Plan (SSDRP)</b>			
Section 3 paragraph 3(c)(1)(a)	Section 1.10 through 1.10.3		
Section 3 paragraph 3(c)(1)(b)	Section 1.10 through 1.10.3		
Section 3 paragraph 3(c)(1)(c)	Section 1.10 through 1.10.3		
Section 3 paragraph 3(c)(2)(a)	Section 1.10 through 1.10.3		
Section 3 paragraph 3(c)(2)(b)	Section 1.10 through 1.10.3		
Section 3 paragraph 3(c)(2)(c)	Section 1.10 through 1.10.3		
Section 3 paragraph 3(c)(2)(d)	Section 1.10 through 1.10.3		
Section 3 paragraph 3(c)(2)(e)	Section 1.10 through 1.10.3		
Section 3 paragraph 3(c)(2)(f)	Section 1.10 through 1.10.3		
Section 3 paragraph 3(c)(3)(a)	Section 1.10 through 1.10.3		
Section 3 paragraph 3(c)(3)(b)	Section 1.10 through 1.10.3		
Section 3 paragraph 3(c)(3)(c)	Section 1.10 through 1.10.3		

Section 3 paragraph 3(c)(3)(d)	Section 1.10 through 1.10.3		
Section 3 paragraph 3(c)(3)(e)	Section 1.10 through 1.10.3		
Section 3 paragraph 3(c)(3)(f)	Section 1.10 through 1.10.3		
<b>Section 4 paragraph 1(a) Physical Characteristics</b>			
Section 4 paragraph 1(a)(1)	Section 4.1 through 4.2.2		
Section 4 paragraph 1(a)(2)	Section 4.1 through 4.2.2		
Section 4 paragraph 1(a)(3)	Section 4.1 through 4.2.2		
Section 4 paragraph 1(a)(4)	Section 4.1 through 4.2.2		
Section 4 paragraph 1(a)(5)	Section 4.1 through 4.2.2		
Section 4 paragraph 1(a)(6)	Section 4.1 through 4.2.2		
Section 4 paragraph 1(a)(7)	Section 4.1 through 4.2.2		
Section 4 paragraph 1(a)(8)	Section 4.1 through 4.2.2		
<b>Section 4 paragraph 2(a) Infrastructure</b>			
Section 4 paragraph 2(a)(1)	Section 4.2.1		
Section 4 paragraph 2(a)(2)	Section 4.2.1		
Section 4 paragraph 2(a)(3)	Section 4.2.1		
Section 4 paragraph 2(a)(4)	Section 4.2.1		
Section 4 paragraph 2(a)(5)	Section 4.2.1		
Section 4 paragraph 2(a)(6)	Section 4.2.1		
Section 4 paragraph 2(a)(7)	Section 4.2.1		
<b>Section 4 paragraph 2(b) IT Equipment</b>			
Section 4 paragraph 2(b)(1)	Section C 1- C 6		
Section 4 paragraph 2(b)(2)	Section C-1.4.9, C-1.4.11		
<b>Section 4 paragraph 3 Security</b>			
Section 4 paragraph 3(1)	Section 1.4 through 1.4.12		
Section 4 paragraph 3(2)	Section 1.4 through 1.4.12		
Section 4 paragraph 3(3)	Section 1.4 through 1.4.12		
Section 4 paragraph 3(4)	Section 1.4 through 1.4.12		
Section 4 paragraph 3(5)	Section 1.4 through 1.4.12		
Section 4 paragraph 3(6)	Section 1.4 through 1.4.12		
Section 4 paragraph 3(7)	Section 1.4 through 1.4.12		

**Section 1b – BEST VALUE FEATURES**

Each offeror shall present features from their proposal which could provide cost, schedule, or performance benefits to the Government. This information shall be provided in a “Best Value” benefits table constructed using the following format:

- Column 1 – List each best value feature
- Column 2 – Applicable proposal paragraph number
- Column 3 – Applicable proposal page number
- Column 4 – Applicable requirements document (PWS, exhibits, other)
- Column 5 – Summary of why it is considered as a best value feature

**Section 2: - MISSION CAPABILITY:**

Mission Capability is broken into three (3) sub-factors, Operations, Equipment, and Transportation. The offeror shall identify any innovative processes and sub-processes to be proposed and what risks, if any, are involved. The offeror's approach must identify the relationship of the processes to the resources (personnel, equipment, facilities, supplies, and materials). Offerors shall provide a detailed description of their approach for each sub-factor, as follows:

1. Operations: In order to be compliant with the Operations sub-factor, each offeror must detail their approach to Distribution Services, Warehouse Operations, and Inventory Management.

a. Distribution Services: To be compliant, the offeror must address each of the following items in their proposal:

- 1) The offeror's approach to Receiving to include: submitting properly validated receipts into accountable records when Prepositioned Material Receipt Data (PMRD) and/or documentation is not available with post receipt correction; validating that contract terms have been met; recording/reporting of discrepancies and knowledge of MILSTRIP transactions.
- 2) The offeror's approach to Storage, to include maintaining Care of Stock in Storage (COSIS), managing shelf life programs, recording and updating item data and controlled item processing.
- 3) The offeror's approach to Stock Readiness, to include Property Accountability, Physical Inventory
- 4) The offeror's approach to Issues, to include understanding and following supply codes and selecting material from stock location by Materiel Release Order (MRO) advice code and exception data, and/or over/under selection of MRO quantity based on items packaged configuration.
- 5) The offeror's approach to packing, packaging, preservation, marking, labeling and shipping of defense managed material, to include when and how to apply military packaging and commercial applications to meet customer needs.
- 6) The offeror's approach to handling of hazardous material, to include proper segregation, and certification for all modes of shipment and preventing frustrated shipments.
- 7) The offeror's approach to handling the Cargo Consolidation Shipping Point (CCSP) to meet customer needs.
- 8) The offeror's approach to building shipments for air and ground transport and management of outbound air and ground freight.

b. Warehouse Operations: To be compliant, the offeror must address each of the following items in their proposal:

- 1) The offeror's approach to storage, selection, and preparation of materiel for shipment, efficient utilization of storage operations space in surge and reduction scenarios, and, efficient utilization of all equipment, supplies and materials.
- 2) The offeror's approach to maintaining clearly recognizable location markings, striping, signage, current warehouse planograph drawings, and other visual aids to support efficient warehousing operations and location management.
- 3) The offeror's approach to maintaining and executing approved site storage plans for improving operational efficiency, preparation of accurate storage space management reports, improving compliance with applicable laws and regulations and improving space utilization.
- 4) The offeror's approach to efficient use of the DSS automated warehousing system , equipment, etc. that includes the maintaining of a stock locator system within DSS.
- 5) The offeror's approach to meeting Acceptable Performance Levels (APLs) and maintaining accurate, auditable records of warehouse operations performance.
- 6) The offeror's ability to identify cause if Acceptable Performance Levels (ABLs) are not met and develop a plan to correct the problems.

c. Inventory Management Operations: To be compliant, the offeror must address each of the following items in their proposal:

- 1) The offeror's approach to performing the following tasks:

- Required Inventories
  - Physical Inventory Control
  - Inventory Control Effectiveness Reporting
  - Physical Material Accountability Accuracy on Inventory Records
  - Physical Security Measures
  - Research of Potential or Actual Physical Inventory Adjustments
  - Physical Inventory Procedures
  - Location Audit Procedures
  - Location Survey Procedures
  - Location Reconciliation Procedures
- 2) The offeror's understanding of the nature and technical scope of inventory management operations and its impact on the distribution operation.
  - 3) The offeror's understanding of inventory processes such as performing causative research, processing denials, losses, and gains.
  - 4) The offeror's approach to manage inventory utilizing automated systems.
  - 5) The offeror's approach to meet or exceed the Acceptable Performance Levels, as they relate to Inventory Management Operations.
  - 6) The offeror's ability to identify cause if Acceptable Performance Levels are not met and develop a plan to correct the problems.

2. Equipment: In order to be compliant with the Equipment sub-factor, each offeror must address the following items in detail:

- 1) Describe how the equipment listed in the PWS and solicitation (available for Offerors to utilize as Government Furnished Equipment) will be utilized.
- 2) A list of any additional equipment required to meet the contract requirements. If the offeror has none, this shall be indicated.
- 3) A plan to leasing equipment to complete the DDKS mission.
- 4) The dates during which the leased equipment are available for use (including the first, last, and all intervening months).
- 5) The amount of lease/rent that would otherwise be charged in accordance with the clause at 52.245-9, Use and Charges.
- 6) The voluntary consensus standard or industry leading practices and standards to be used in the management of Government property, or existing property management plans, methods, practices, or procedures for accounting for property.
- 7) The offeror's approach to Government Property Management to ensure compliance with FAR 52.245-1, Government Property (Jun 2007). The discussion shall include the offeror's initiation and maintenance of the processes, systems, records and methodologies necessary for effective control of Government property consistent with voluntary consensus standards and/or industry-leading practices and standards for Government property management. As used here, voluntary consensus standard means common and repeated use of rules, conditions, guidelines or characteristics for products, or related processes and production methods and related management systems. Voluntary Consensus Standards are developed or adopted by domestic and international voluntary consensus standard making bodies.
- 8) A discussion of the offeror's property management plans and systems, at the contract, program, site or entity level to enable the following outcomes:
  - Acquisition
  - Receiving
  - Records
  - Physical Inventory
  - Subcontractor Control
  - Reports
  - Relief of Stewardship
  - Utilization
  - Maintenance
  - Contract Closeout
- 9) A discussion of the offeror's procedures to assess its property management system effectiveness, including periodic internal reviews and audits. The discussion should also

include the offeror's approach to ensuring this information is available for Government review.

- 10) Approach and documented processes and procedures for performing scheduled preventive maintenance (PM), unscheduled trouble calls, unscheduled maintenance (UM) and equipment disposal actions.
  - 11) Approach and documented processes and procedures for using EMACS (Equipment Management and Control System) for tracking PM and UM actions by a number of variables such as employee; hours to perform; labor costs; non-labor costs; utilization; time/date in and out of maintenance.
  - 12) Approach for providing quality control inspections by the Contractor of work performed, processes followed, documentation and data entry into EMACS.
  - 13) Approach for established criterion to identify when equipment should be replaced.
3. Transportation: In order to be compliant with the Transportation sub-factor each offeror must address each of the following items in their proposal:
- 1) Approach and documented processes for forecasting required transportation during full performance.
  - 2) Approach and documented processes for managing on-site shuttle transportation and emergency on-call transportation capability.
  - 3) Approach and documented processes for maintaining in transit visibility of all outbound shipments, including aerial and surface points.
  - 4) Approach and documented processes for obtaining appropriate driver access to Government controlled installations.

### **Section 3 - MANAGEMENT CAPABILITY:**

The Management Capability factor is broken down into three (3) sub-factors, Distribution Management, Resourcing and Plans. The offeror shall identify any innovative processes and sub-processes to be proposed and what risks, if any, are involved. Offerors shall provide a detailed description of their approach for each sub-factor, as follows:

1. Distribution Management: In order to be compliant with the Distribution Management sub-factor, each offeror must address their Management Approach and Management Organizational Structure.
  - a. Management Approach: To be compliant, the offeror must address each of the following items in their proposal:
    - 1) The offeror's overarching management methodology and how this methodology will translate into successful contract performance with a satisfied customer.
    - 2) The offeror's approach to warehouse operations to include their general philosophy regarding storage, inventory, selection of materiel, and preparation of materiel for shipment. In addition, the proposal shall include the offeror's view of efficient utilization of operations space, as well as efficient utilization of all equipment, supplies and materials.
    - 3) The offeror's proposed normal business hours for this operation and rationale for selecting these hours in accordance with paragraph 1.2.3 of the Attachment J.2 Section C – Performance Work Statement (PWS).
    - 4) The involvement of the corporate headquarters with the local operation and how it will ensure customer support, safeguarding information and maintaining awareness and reporting of contact of a suspicious nature.
    - 5) The offeror's overarching approach to meet or exceed the acceptable performance levels of the contract. This approach must demonstrate an understanding of the nature and technical scope of distribution services, knowledge of automated distribution systems and how they are utilized within the distribution process.
  - b. Management Organizational Structure: To be compliant, the offeror must address each of the following items in their proposal:
    - 1) An organizational chart(s), outlining the organization's chain of command at the corporate level.
    - 2) Discussion of offeror's plan for handling of corporate level dependencies.

2. Resourcing: In order to be compliant with the Resourcing sub-factor, each offeror must address their Key Personnel, Depot Organizational Structure and Personnel Data.

a. Key Personnel: To be compliant, the offeror must provide the information requested below in their proposal:

- 1) Key Personnel are identified as the Site Manager and Alternate Site Manager. At a minimum, the Site Manager and Alternate Site Manager shall each possess a Bachelor's Degree in Logistics Management, Distribution Management, Materials Management, or Business Management and at least five (5) years of experience in logistics, distribution, or materials management or, at least ten years (10) of progressive management experience in distribution operations similar in size and complexity to the operation offered in this contract.
- 2) Resumes shall be submitted for all key personnel to be assigned to the proposed contract. Resumes shall include the relevant qualifications, education, background and experience for all key personnel in sufficient detail to demonstrate their capability to accomplish the work described in SECTION C. The work history of each key position shall contain qualifying experience directly related to the tasks and functions he/she is intended to perform under the proposed contract. Resumes shall demonstrate the manager's understanding of the full range of DoD Distribution Depot Operations including: receiving, storage issue, transportation, inventory, care of supplies in storage, PPP&M, packaging, etc. The resumes shall show the nature of each specific assignment and the dates and time frames of such background experience.
- 3) If proposed Key Personnel are not currently in the employ of the Contractor, offerors shall submit a written agreement from the potential employee to work under this contract.

b. Depot Organizational Structure: To be compliant, the offeror must address each of the following items in their proposal:

- 1) An organizational chart(s), outlining the organization's chain of command at the site level.
- 2) Decision making authorization as it pertains to the administration of the contract. The offeror shall identify the positions within the depot structure whose incumbents are authorized to act on behalf of the company for day to day operations.
- 3) A staffing chart that identifies, at a minimum
  - The Organizational Structure
  - The supervisory or management positions
  - Number of personnel in each organization and whether they are full or part-time
  - Job classifications, titles, and whether to be encumbered by EXPATs or TCNs
  - Total man hours proposed by organization and skill level
  - Key personnel

c. Personnel Data: To be compliant, the offeror must address each of the following items in their proposal:

- 1) Description of the workforce that the offeror will have in place at the end of the phase-in period to meet APLs for two (2) consecutive months, including those positions that will be fluent in reading, writing, and speaking the English language.
- 2) The offeror's recruitment and hiring plan to fill vacancies once full performance has been achieved, including replacements for those positions to be fluent in reading, writing, and speaking the English language.
- 3) Assessment of the labor market and of the offeror's ability to hire qualified personnel in accordance with local laws.
- 4) The process that will be used to complete required background check investigations IAW C-1.4.4, Personnel Clearance.
- 5) Assumptions made by the offeror in planning for the number of vacancies to be filled through current contractor workforce versus the area labor market and contingency plans if those assumptions turn out to be overstated.
- 6) The process that will be used in interviewing and making offers to contractor personnel to include timing of offers, length offer remains open, any contingencies for hiring, and start dates.

- 7) Critical skill positions and DSS transactional systems knowledge needed to start and maintain performance and contingency for immediately replacing the loss of skill(s)/knowledge due to personnel loss. This includes contingencies for immediately replacing personnel that are lost, especially during the final days of the phase-in period and during the first six (6) months of performance.
- 8) The offeror's approach to develop a workforce (management and labor) that has the requisite knowledge, skills, abilities, and applicable licenses/certifications to perform the work.
- 9) The offeror's approach for employee retention.
- 10) The offeror's approach to familiarizing the workforce with the depot's workflow and scheduling (not with how the current contractor performs its work, but with the actual workload requirements).
- 11) The offeror's approach to personnel training and how that approach relates to job performance. The discussion should also address the offeror's approach for DSS training, to include minimum training requirements for each position and associated training schedule. Additionally, the discussion should address the offeror's approach to training the workforce on other essential transactional data systems addressed in Section C-3.4.
- 12) The offeror's procedures and policies to minimize training and travel cost.

3. Plans: In order to be compliant with the Plans sub-factor, each offeror must detail their Quality Control/Customer Satisfaction Plan; Transition Plans for both Phase-In and Phase-Out of operation; and Surge, Sustainment and Disaster Recovery Plans.

a. Quality Control/Customer Satisfaction: The offeror shall provide a Quality Control Plan/Customer Satisfaction Plan (QC/CSP) compliant with the elements addressed in C-5.1.4, QC/CSP of the PWS. The QC/CSP shall specifically address the methods, processes, techniques, and tools that will result in meeting or exceeding the performance requirements for quality and timeliness. The QC/CSP plan shall delineate a quality control program that is prevention based and an approach to customer satisfaction that is proactive.

b. Transition /Phase-In and Phase-Out Plan: The offeror shall provide a Transition/Phase-In and Phase-Out plan in accordance with Section C.1.9 of the PWS. Offerors shall provide a detailed description of the actions that will be established to aid in a smooth transition to offeror operations and phase out of those operations at a conclusion of operations. The offeror's plans shall set forth actions, plans, procedures, and time-lines necessary to ensure a smooth transition/phase-in to full operational status and transfer of operation to another entity, government or contractor. Phase-In shall begin on the effective date of contract and shall not exceed 15 months. Phase-Out from operations shall include the final 90 days of contractor operations. At a minimum, the Transition/Phase-In/Phase-Out Plan shall include:

- 1) Familiarization with ALL tasks that the offeror will perform during transition periods. Task information shall include a definition or description, resources, staffing charts, any necessary coordination with the Government, and schedule.
- 2) All assumptions made by the offeror regarding all tasks associated with transition and transition periods.
- 3) All actions the offeror requires the Government to perform; i.e., government actions that constrain the offeror's transition tasks.
- 4) Government-imposed constraints.
- 5) The offeror's approach to training and certification of personnel for the start of full performance.
- 6) The offeror's approach to ensuring training for the Distribution Standard System (DSS) Cadre Training Team for a maximum training period of 5 weeks.
- 7) The offeror's approach for the DSS Cadre Training team to train the remainder of the Contractor workforce on DSS.
- 8) The offeror's approach to any other training necessary before end of phase-in as addressed in TE 3.9 or 4.1.
- 9) List of transition personnel for each of the transition periods to ensure security in transit.

c. Surge, Sustainment and Disaster Recovery Plan (SSDRP): The offeror's SSDRP shall provide a SSDRP in accordance with Section C-1.10 of the PWS. Offerors shall provide a detailed description of the actions that will be established in maintaining contract compliance during operational disruptions, emergencies, military deployments, and periods of increased workload. The offeror's plan

shall set forth actions, plans, procedures and time-lines necessary that demonstrates the offeror's operational preparedness capability and provides the assurance that the offeror will satisfy the performance requirements during periods of operational adversity. At a minimum, the SSDRP shall include:

- 1) Describes how the continuity of operation will be maintained from the start of the situation requiring implementation of SSDRP to its conclusion. The plan must define an overall methodology and processes:
  - a. For assessing a situation;
  - b. Determining an appropriate response and;
  - c. Achieving recovery
- 2) The plan specifically addresses a methodology and process for the following situations:
  - a. Surge workload;
  - b. Natural and man-made disasters;
  - c. Adverse weather;
  - d. Mobilization (short and long-term military operations);
  - e. Loss of any essential operation(s), function(s), or personnel (e.g., transactional systems, critical skills, and knowledge) and;
  - f. Heightened security requirements
- 3) For each of the situations listed in (b) above and further identified by the offeror, the plan shall address the following minimum aspects:
  - a. Impact;
  - b. Primary issues;
  - c. Response;
  - d. Primary and alternate points of contact;
  - e. Communication and Coordination with the Government and;
  - f. Process(es) to achieve recovery and resumption of full service

#### **Section 4 – LOCATION AND PHYSICAL LAYOUT OF FACILITIES:**

The location and physical layout of facilities factor is broken down into three (3) sub-factors, Facility(s), Information Technology Infrastructure and Security. The offeror shall identify any innovative processes and sub-processes to be proposed and what risks, if any, are involved. The offeror shall provide a detailed description of their approach for each sub-factor listed below. The offeror's proposal shall address the initial requirement of 1.5 million square feet of covered space and 1 million square feet of outdoor space and their approach to have the additional 1 million square feet of outdoor space NLT the end of the 9<sup>th</sup> month after contract award. The offerors shall also submit photographs or video of the actual site for both indoor and outdoor storage areas with corresponding reference points or maps. If video is used, the offeror shall use voice references in English. In addition, offerors are advised that a site assessment survey will be conducted by government personnel on-site prior to completion of the technical evaluations of offeror's proposals. Each offeror will be contacted in advance to coordinate a date and time to conduct the site visit. The offeror shall provide a contact POC to include name, telephone number and email address to facilitate the site survey.

1. Facility(s): In order to be compliant with the Facility(s) sub factor, each offeror must detail their approach to meeting the physical characteristics of their furnished facilities (See also sections 4.1 – 4.2 of the PWS).

a) Physical Characteristics: To be compliant, the offeror must address each of the following items in their proposal:

- 1) The offeror's GPS coordinates and address for their proposed warehousing facility located within a 30 mile radius of Camp Arifjan, Kuwait.
- 2) The offeror's approach to meeting the minimum 1.5 million square feet of indoor storage, 2 million square feet of outdoor storage, and 40 thousand square feet of air

conditioned office space for Government Personnel. If the offeror can only provide for the minimum outdoor storage space of 1 million square feet at time of award, the offeror shall then propose their approach to meeting required 2 million square feet of outdoor storage space within nine (9) months after contract award date.

- 3) The proposed physical layout of all facilities allowing for all buildings to be located adjacent to one another, or close proximity and adjacent to the outside storage area which shall be able to be segregated from other buildings or spaces, and shall include perimeter fencing and proper security lighting to enable around the clock operations.
- 4) The offeror's approach to ensuring constructed buildings provide segregated storage space for hazardous, pilferable, and sensitive material, to include timelines.
- 5) The offeror's approach to ensuring all buildings provide for adequate overhead lights (minimum of 20 foot candles in the storage areas, and 50 foot candles in office spaces), a fire sprinkler system, a fire alarm system, domestic potable water, level concrete floors, portable fire extinguishers, adequate sized overhead cargo doors capable of accommodating MHE vehicle traffic, personnel doors, emergency exits, lights and emergency eye-washers/showers. The electrical system shall be capable of handling not only the usual building functions (lights, hot water heaters, HVAC equipment, etc.) but also have enough capacity to accommodate battery chargers for MHE equipment, and IT equipment or work stations. Fire doors shall be in place on interior fire walls. The Contractor shall provide a back-up generator capable of providing power for critical building systems such as lights, battery chargers, telephones, and IT operations in the event of a commercial power failure to provide power for basic operations in the event of a commercial power failure.
- 6) The offeror's approach to ensuring outdoor storage area shall have an improved surface capable of accommodating forklift, truck and trailer, tug, and various other vehicular traffic used in the normal course of activity at a warehousing/logistics operation, 24 hours a day, 7 days per week, regardless of environmental and weather conditions. The Contractor shall provide sufficient lighting for this area. The Contractor shall provide a covered outdoor storage solution IAW the technical specifications detailed in TE 4.3, Technical Specifications of Structural Steel Shed. The KO or designee will approve the structure prior to initial storage use.
- 7) The offeror shall provide detailed information regarding applicable agreements, contracts, deeds and leases in support of the facility(ies). The offeror shall discuss whether they own or lease their facility(ies). If the facility is leased, provide a detailed account of the nature and duration of any lease arrangement(s). If some aspects of construction are ongoing, it must be clearly differentiated. Diagrams should include the entire compound showing space utilization by function for both indoor and outdoor areas. The offeror shall provide digital photographs of facility(s).

2. Information Technology (IT) Infrastructure: In order to be compliant with the IT Infrastructure sub factor, each offeror must detail their approach to providing for an Infrastructure capable of handling the required IT Equipment to operate the Government provided distribution system.

a) Infrastructure: To be compliant the offeror must address each of the following items in their proposal:

- 1) The offeror's approach to providing a Land-based, fiber optic connectivity from the local commercial communications central office to support all site telecommunications service and equipment, to include timelines.
- 2) The offeror's approach to providing a Single-mode fiber optic star topology between building communication closets for network backbone outside plant (OSP) cabling.
- 3) The offeror's approach to providing an Ethernet 10BASE T CAT 6 inside plant (ISP) LAN cabling supporting end user devices and RF access point locations.
- 4) The offeror's approach to providing a Communications closet with minimum dimensions of 3meters by 3meters and adequate ventilation and temperature control to support IT equipment/cable installation.
- 5) The offeror's willingness to allow the Government (DDC J6N) to assist with install and maintain all network equipment, switches, and routers.

- 6) The offeror's proposed approach to meeting the requirements of DISA Security Technical Guidelines (STIG), DoD 8500.1, DoD 8500.2 and DoD 5200.2-R.
- 7) The offeror's approach to providing secure communication by abiding by CJCS Regulation 6510.1 to include background checks on all employees, obtain network accreditation, and agreement to validate compliance.

b) IT Equipment: To be compliant the offeror must address each of the following items in their proposal:

- 1) The offeror's ability to operate and manage the following standard minimum equipment or equipment equal in comparison to the equipment described below for DSS operation (contractor should be advised that future upgrades may be possible):
  - Desktop Hardware:  
Processor: Intel Core 2 Duo E6420 (2.13 GHz, 1066MHz FSB 4MB cache, non -HT) Chipset: Intel Q965 Chipset w/DDR2 and Intel Core Duo support 2GB Memory (PC5300 dual channel DDR2 667MHz SDRAM) 120GB Serial ATA II/300 7200 RPM Hard drive w/8MB cache Controller Card: Integrated Ultra ATA100 and Serial ATA II/300 controllers No Floppy CDRW/DVD Combo Drive (48x/32x/48x) Expansion Slots: 1PCI-E x 16, 1 PCI-e x1, and 2 full height, full length PCI slots External Ports: (8)USB 2.0, (2)PS/2, (1)RJ-45 Integrated LAN, (1) Microphone, (1) Headphone, (3) Rear Audio, (1) VGA, (1) DVI Additional External Ports: Serial and Parallel Port Brackets 17" LCD Monitor CAC Keyboard Video: Integrated Intel GMA 3000 Graphics, USB Optical Mouse, Sound System: Integrated Sound Blaster compatible audio, Network Adapter: Integrated Intel 10/100/1000
  - Desktop Software:  
Microsoft Vista  
DVD Backup Media  
Adobe Acrobat Professional  
3270 Emulator  
Antivirus Software
  - DSS Workstation printers with Network Interface Card (NIC):  
Intermec PM4i  
Kyocera FS2000DN  
Kyocera FS4000DN
  - Wireless Devices supported by 802.11g:  
Teklogix 7535 Handheld  
Teklogix 9500 Controller  
Teklogix Access Point  
Teklogix Battery Chargers/Batteries  
Fortress AF 2100 Secure Gateway
  - Additional DSS Workstation hardware:  
Welsh/Allen 4800 Scanner Kit and Cable  
DLA 2d barcode software conversion package
- 2) The offeror's approach for complying with the Information System Security requirements IAW C-1.4.9 and safeguarding information IAW C-1.4.11.

3. Security: In order to be compliant with the Security subfactor, each offeror must detail their approach to meeting the following security requirements (See the PWS Section C-1.4 for a comprehensive description of the security requirements outlined below):

- 1) Facility security
- 2) Reporting of criminal violations
- 3) Authorized Visitor Control

- 4) Key and Lock Control of Contractor Operated Facilities
- 5) Identification Badges
- 6) Vehicle Access and Vehicle Parking
- 7) Potential Operational Constraints

### **VOLUME III –PAST PERFORMANCE PROPOSAL**

Past performance information is used in determining the level of confidence the Government has for successful performance based upon the offeror's actions under previously awarded, relevant contracts.

The Government will only consider relevant past performance data. 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.

To be compliant with this factor, offerors shall provide the following information for both the offeror and proposed 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. No past performance information is required for subcontractors who do not meet the definition of a "major subcontractor".

If an offeror or its major subcontractor determines they have no relevant past performance data, they shall provide the following statement in lieu of the information requested below: "*Insert offeror or major subcontractor's name*) has determined that they possess no relevant past performance information in accordance with Section L of Solicitation SP3100-09-R-0004."

(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) 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.

(3) Attachment J.1 provides the 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-17, #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 Contract 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 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.

(4) Offerors and their major 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.

(5) Offerors shall complete the Subcontractor Summary table below, adding as many rows as necessary to include all proposed subcontractors:

**SUBCONTRACTOR SUMMARY**

<i>Total Dollar Value of Proposal</i>				
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)
<i>Insert Subcontractor 1 Name</i>				
<i>Insert Subcontractor 2 Name</i>				
<i>Insert Subcontractor 3 Name</i>				

**VOLUME IV – COST PROPOSAL**

The Government has provided historical and projected workload data in this RFP for estimating purposes only. 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.

In proposing option items, the offeror shall apply and fully explain any escalation factors deemed necessary to proposed rates and material.

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.

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.

The cost 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, additional detailed cost data.

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.

For assistance with preparing the Cost Proposal, offerors may review the Incurred Cost Electronically (ICE) Model on the DCAA website at [www.dcaa.mil](http://www.dcaa.mil) and/or contract their local DCAA office, which can be found using the Audit Office Locator by zip code on the previously mentioned website.

To assist the Government in determining reasonableness/realism 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. 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. 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.

Offerors shall complete the Subcontractor Summary table below, adding as many rows as necessary to include all proposed subcontractors:

**SUBCONTRACTOR SUMMARY**

<i>Total Dollar Value of Proposal</i>				
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)
<i>Insert Subcontractor 1 Name</i>				
<i>Insert Subcontractor 2 Name</i>				
<i>Insert Subcontractor 3 Name</i>				

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, 4 or 5).

A cost proposal summary for all years is also required to be submitted in the format provided below. Offerors shall insert their proposed estimated costs for CLIN 0001 and X001 for each year. Offerors shall insert and apply their G&A or Material Handling Rate to the Government Provided Estimated Cost for CLINs 0002 and X002 for each year. For CLINs 0002 and X002, the Offeror's proposed NTE cost is equal to the Government Provided Estimated Cost plus the Offeror's G&A or Material Handling cost. The Government Provided Estimated Cost is provided in the spreadsheet requirements for CLINs 0002 and X002 listed below. Fee is not allowable under CLINs 0002 and CLINs X002. Offerors shall insert their proposed Firm Fixed Price for CLINs 0003 and CLINs X003.

**COST PROPOSAL SUMMARY**

ITEM	PHASE-IN PERIOD	OPTION PERIOD 1	OPTION PERIOD 2	OPTION PERIOD 3	OPTION PERIOD 4	OPTION PERIOD 5	TOTAL CONTRACT
CLIN 0001 Services to provide Phase-In Labor to implement DSS (Total Estimated Cost-Plus Award Fee (CPAF))		N/A	N/A	N/A	N/A	N/A	
CLIN 0002 Support Costs for CLIN 0001 (Total NTE)		N/A	N/A	N/A	N/A	N/A	
CLIN 0003 Facility Costs (Total Firm Fixed Price (FFP))							
OPTION CLINS X001 Labor to Perform Distribution Services for Depot Operation at DDKS (Total Estimated Cost-Plus Award Fee (CPAF))	N/A						
OPTION CLINS X002 Support Costs for CLINS X001 (Total NTE)	N/A						
OPTION CLINS X003 Facility Costs (Total Firm Fixed Price (FFP))	N/A						
<b>TOTAL COST</b>							

**CLIN 0001 SERVICES TO PROVIDE PHASE-IN LABOR TO IMPLEMENT DSS**

Offerors shall complete the Prime Labor table below for cost in support of services to provide the Phase-In labor to implement DSS. First, the Offeror shall insert the proposal paragraphs that address the labor required to accomplish the CLIN. The Government has provided the applicable PWS paragraphs for the CLIN. Under the PWS and proposal paragraph number, the Offeror shall insert all labor positions they propose to accomplish that work. For example, an Offeror could replace “Position (1)” with “Site Manager”. Offerors shall identify the specific portion of each labor category required to accomplish the effort in that PWS paragraph. This could result in the FTE column having a value of less than one (1) FTE. Use of ¼ increments for FTEs is permissible (i.e. ¼, ½, and ¾). For each position, Offerors shall complete the dollar amount of the information requested by the header row (i.e. DOL Code, FTE, LABOR RATE, etc...). Under the LABOR RATE, Offers 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 in support of services to provide the phase-in labor for the implementation of DSS (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. Any associated costs which the prime contractor incorporates into the subcontractor labor category rate shall be fully identified (ie. G&A,

fee, etc.). In the event the major subcontractor is unwilling to provide information regarding their benefits, overhead, G&A and fee directly to the prime, the Offeror shall ensure the subcontractor submits the required information directly to the Government by the time and date established by the Government. It is the Offeror’s responsibility to ensure that the support documentation is received by the Government within the timeframe required for submission.

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 columns (entitled “SUBTOTAL \$”, “PROFIT/FEE\* \_\_\_%” and “TOTAL BURDENED COST \$”). No additional cost information is required to be submitted for subcontractors that do not meet the definition of “major subcontractor”

Offerors are reminded that all costs for CLIN 0004, Reports, are to be included in the cost for CLIN 0001.

**The Offeror shall not address any support costs associated with services to provide the phase-in labor for the implementation of DSS. These costs are applicable to CLIN 0002. A separate breakdown of support costs is not required under this CLIN, as the Government has provided an Estimated Cost (see required table for CLIN 0002, Support Costs)**

CLIN 0001 - PRIME LABOR TO SUPPORT PHASE-IN LABOR FOR THE IMPLEMENTATION OF DSS												
*if applicable	DOL CODE *	FTE	LABOR RATE				HRS	TOTAL LABOR \$	G&A ___%	TOTAL BURDENED COST \$		
			BASE RATE	OH (1) ___%	OH (2) ___%	FULLY BURDENED RATE						
PWS PARAGRAPH C-1.9, C-1.9.1, C-1.9.1.1, C-1.9.1.4, C-1.9.1.5 & C-1.9.2 PROPOSAL PARAGRAPH _____												
Position (1)												
Position (2)												
PRIME PHASE-IN LABOR TOTAL												

CLIN 0001 – SUBCONTRACTING LABOR TO SUPPORT PHASE-IN												
	DOL CODE	FTE	LABOR RATE				HRS	TOTAL LABOR \$	G&A ___%	SUBTOTAL \$	PROFIT/FEE* ___%	TOTAL BURDENED COST \$
			BASE RATE	OH (1) ___%	OH (2) ___%	FULLY BURDENED RATE						
PWS PARAGRAPH C-1.9, C-1.9.1, C-1.9.1.1, C-1.9.1.4, C-1.9.1.5 & C-1.9.2 PROPOSAL PARAGRAPH _____												
Position (1)												
Position (2)												
SUBCONTRACTING PHASE-IN LABOR TOTAL												

\* 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.

SUMMARY TABLE	TRANSITION PERIOD / TOTAL CONTRACT
CLIN 0001 – PRIME LABOR PHASE-IN COSTS	
CLIN 0001 – SUB LABOR PHASE-IN COSTS	
CLIN 0001 – TOTAL ESTIMATED LABOR COSTS	
AWARD FEE DOLLARS (___%)*	
TOTAL ESTIMATED COST PLUS AWARD FEE	



PWS PARAGRAPH C-4 & PROPOSAL PARAGRAPH _____													
Position (1)													
Position (2)													
PWS PARAGRAPH C-5 & PROPOSAL PARAGRAPH _____													
Position (1)													
Position (2)													
PWS PARAGRAPH C-6 & PROPOSAL PARAGRAPH _____													
Position (1)													
Position (2)													
PRIME LABOR TOTAL													

CLIN X001 – SUBCONTRACTING LABOR TO PERFORM DISTRIBUTION SERVICES FOR DEPOT OPERATION AT DDKS													
	DOL CODE	FTE	BASE RATE	LABOR RATE		FULLY BURDENED RATE	HRS	TOTAL LABOR \$	G&A %	SUBTOTAL \$	PROFIT/FEE* %	TOTAL BURDENED COST \$	
				OH (1) %	OH (2) %								
PWS PARAGRAPH C-1 & PROPOSAL PARAGRAPH _____													
Position (1)													
Position (2)													
PWS PARAGRAPH C-3 & PROPOSAL PARAGRAPH _____													
Position (1)													
Position (2)													
PWS PARAGRAPH C-4 & PROPOSAL PARAGRAPH _____													
Position (1)													
Position (2)													
PWS PARAGRAPH C-5 & PROPOSAL PARAGRAPH _____													
Position (1)													
Position (2)													
PWS PARAGRAPH C-6 & PROPOSAL PARAGRAPH _____													
Position (1)													
Position (2)													
SUBCONTRACTING LABOR TOTAL													

\* 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.

SUMMARY TABLE	OPTION PERIOD 1	OPTION PERIOD 2	OPTION PERIOD 3	OPTION PERIOD 4	OPTION PERIOD 5	TOTAL CONTRACT
CLIN X001 – PRIME LABOR COSTS						
CLIN X001 – SUB LABOR COSTS						
CLIN X001 – TOTAL ESTIMATED LABOR COSTS						
AWARD FEE DOLLARS (____%)*						
TOTAL ESTIMATED COST PLUS AWARD FEE						

**CLIN X002 SUPPORT COSTS FOR X001**

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 or Material Handling Rate). Offerors shall also insert the proposed G&A or Material Handling Rate percentage into the header row. Offerors shall sum the Government provided Estimated Cost and their G&A or Material Handling Rate to arrive at the proposed Not-to-Exceed amount in the last column. No fee is allowed under this CLIN.

The Offeror’s Not-to-Exceed amounts must match those entered in Section B.

	Government Provided Estimated Cost	G&A or Material Handling Rate ( <i>Offeror to identify</i> ) ____%	NOT-TO-EXCEED (NTE)
CLIN 1002	\$9,540,975.00		
CLIN 2002	\$9,392,366.00		
CLIN 3002	\$9,529,901.00		
CLIN 4002	\$9,405,903.00		
CLIN 5002	\$9,534,542.00		
TOTAL CONTRACT	\$47,403,687.00		

**END OF SECTION L**

## SECTION M – EVALUATION FACTORS FOR AWARD

### PROVISIONS INCORPORATED BY REFERENCE

#### PROVISIONS APPLICABLE TO ALL CLINS

	<b>FAR Clause</b>	<b>TITLE</b>	<b>DATE</b>
M-1	52.217-5	Evaluation Of Options	JUL 1990

### PROVISIONS INCORPORATED BY FULL TEXT

#### PROVISIONS APPLICABLE TO ALL CLINS

#### **M-2 DLAD 52.215-9010 All or None (IFB/RFP only) (AUG 2005)**

(a) With respect to each item or group of items identified below, offers must be submitted for all items indicated. No award will be made for less than the full requirements shown in this solicitation for these items or groups.

CONTRACT LINE ITEMS: 0001, 0002, 0003, 1001, 2001, 3001, 4001, 5001, 1002, 2002, 3002, 4002, 5002, 1003, 2003, 3003, 4003, and 5003.

(b) If this is an Invitation For Bid (IFB), any offeror offering less than all of the solicitation requirements of the indicated item or group of items will be non-responsive.

(c) If this is a Request For Proposal (RFP), any offeror offering less than all of the solicitation requirements of the indicated item or group of items may be precluded from consideration for award if the Contracting Officer elects to make an award without opening discussions.

(d) Offerors are cautioned that submission of an offer for selected item(s) within a given group is unacceptable; offers must be for all item(s) within a given group. However, an offeror may submit an offer on any one or more groups.

(End of Provision)

#### **M-3 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.

A proposal is considered **acceptable for award** if it (i) addresses itself to all the essential requirements of the solicitation, (ii) shows the offeror understands all essential requirements of the solicitation, and has demonstrated a full capability to perform the prospective requirements, (iii) offers a feasible technical approach, and (iv) although some clarification of a **weakness** 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 for award** if it contains deficiencies (or a combination of weaknesses which equate to one or more deficiencies) which preclude award of the contract on the present terms of the proposal, which are not correctable, or the corrective action would require essentially re-writing the proposal or require the submission of an approach which would be new or almost entirely different from that previously proposed.

**Proposals rated “unacceptable” on one or more of the Technical evaluation factors (Factors 1, 2, and 3) are ineligible for inclusion in the competitive range. A rating of “unacceptable” on any subfactor will result in a rating of “unacceptable” at the factor level.** An initial rating of "Unacceptable" in the Past Performance Factor 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 offeror(s) 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 competitive range will include all proposals which are considered to be the most highly rated 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 so notified as prescribed 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 PCO to be in the competitive range will be contacted by the Contract Specialist for discussions. Exchanges (i.e. negotiations) 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 provides 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. More than one (1) 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).

If discussions are held, in accordance with the evaluation criteria, a proposal may be determined "unacceptable" for award if any of the Technical Evaluation Factors are rated as unacceptable following evaluation of final proposal revisions.

After discussions are held, a rating of "Susceptible to Being Made Acceptable" will not be a final rating. Offers that contain a rating of "Susceptible to Being Made Acceptable" prior to discussions will either have an increase of the rating from "Susceptible to Being Made Acceptable" to at least "Acceptable" or a decrease of the rating from "Susceptible to Being Made Acceptable" to "Unacceptable" based upon the revisions received during discussions.

## 2. Basis for Contract Award.

The award of a contract as a result of this solicitation will be based on a Best Value/Trade Off assessment by the Source Selection Authority (SSA) of the results of the evaluation based on the evaluation factors and their importance as indicated below. The integrated assessment may include consideration of the strengths and weaknesses of the proposals, and, if deemed necessary by the SSA, consideration of tradeoffs between technical/past performance evaluation and cost. Ultimately, the source selection decision will take into account the offeror's capability to meet the requirements of this solicitation on a timely and cost effective basis. Restating the PWS requirements is unacceptable and will be grounds for determining the proposal unacceptable and removal from the competitive range. The Government reserves such right of flexibility in conducting the evaluation as is necessary to assure placement of a contract in the Government's best interest. Accordingly, the Government may award any resulting contract to other than the offeror with the lowest cost, or other than the offeror with the highest evaluation ratings.

The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government, cost/price and other factors considered. The offeror's proposal shall be in the form prescribed by this solicitation and shall contain a response to each of the areas identified which affects the evaluation factors for award.

Proposals which are unrealistic in terms of technical or schedule commitments or unrealistically high or low in cost may be deemed reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risks of the proposed work, and may be grounds for rejection of the proposal. If the proposed contract requires the delivery of data, the

quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing which would be prevalent in the proposed deliverable data. Subjective judgment on the part of the Government evaluators is implicit in the entire process. Throughout the evaluation, the Government will consider "correction potential" when a deficiency is identified.

As allowed by the provision FAR 52.215-1, INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION, Section L of this solicitation, the contract award may be made on the basis of initial offers received without discussions. Consequently, a proposal submitted in response to the solicitation should contain the offeror's best product in terms of technical content and cost realism and reasonableness. However, after evaluations are completed, if award cannot be made on the basis of initial offers, discussions will be conducted only with those offerors determined to have a reasonable chance for award.

The Government reserves the right to make an award to other than the lowest priced offeror or to the offeror with the highest technical score if the Contracting Officer determines that to do so would result in the greatest value to the Government.

Evaluation of Indirect Rates Applicable to Support Costs:

(1) The determination of the magnitude of the cost proposal will be based upon adding all respective Contract Line Item Numbers (CLINs) for the proposed costs for the labor effort portion as well as all CLINS for the support costs portion. It should be noted that the support costs shall be reimbursed on the basis of actual reasonable and allowable costs incurred plus any G&A only (no fee).

(2) If the offeror's DCAA adequate accounting system includes the application of any other indirect cost rates (in addition to G&A) to the support cost items, those rates shall be identified in the proposal and will also be added to the respective CLIN amount for G&A/Handling costs. An example would be when the offeror's adequate accounting system includes application of a material handling rate to direct material costs and then application of a G&A rate to the subtotal of direct materials plus the material handling costs.

(3) **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 and 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.

(4) If the proposed indirect rates associated with the support costs are not consistent with DCAA information for that offeror, the proposed rates may be adjusted for realism when applied for evaluation purposes.

3. Relative Order of Importance – Factors and Subfactors

All evaluation factors (1 through 4) individually and when combined is significantly more important than cost/price. The Government will evaluate proposals based on the following four (4) factors, listed here in descending order of importance:

Factor 1: Mission Capability  
Subfactor (a): Operations  
Subfactor (b): Equipment  
Subfactor (c): Transportation

Factor 2: Management Capability  
Subfactor (a): Distribution Management  
Subfactor (b): Resourcing  
Subfactor (c): Plans

Factor 3: Location and Physical Layout of Facilities  
Subfactor (a): Facilities

Subfactor (b): IT Infrastructure  
Subfactor (c): Security

Factor 4: Past Performance Record

Mission Capability Factor has three (3) subfactors listed here in descending order of importance: Operations, Equipment, and Transportation.

Management Capability Factor has three (3) subfactors: Distribution Management, Resourcing and Plans. All subfactors under the Management Capability Factor are weighted equally.

Location and Physical Layout of Facilities has three (3) subfactors: Facilities, Information Technology Infrastructure, and Security. All subfactors are weighed equally.

Past Performance Factor has no subfactors. All evaluation factors (1 through 4) individually and when combined is significantly more important than cost/price.

The Government intends to award a contract to the responsible offeror whose proposal represents the best value to the Government, in accordance with the factors in the solicitation. Ultimately, the source selection decision will take into account the offeror's capability to meet the requirements of this solicitation on a timely and cost effective basis. The Government may elect to award the contract to other than the lowest price offeror or the offeror with the highest evaluation rating.

As stated in Section L (Section I, Volume II), each offeror is required to submit a cross-walk index and a "Best Value" benefits table. These are considered submittal requirements of the RFP, and as such are not a rated section. However, if the cross-walk or "Best Value" benefits table is omitted, the Contracting Officer may find the offeror to be unacceptable.

**FACTOR 1: MISSION CAPABILITY**

The Mission Capability Factor has three (3) subfactors: Operations, Equipment and Transportation.

**SUBFACTOR a: OPERATIONS –**

The offeror's proposal will be evaluated on how well the proposed technical approach provides effective Distribution Services, Warehouse Operations, and Inventory Management.

**SUBFACTOR b: EQUIPMENT -**

The offeror's proposal will be evaluated on how well the proposed technical approach provides effective Equipment Management, utilization, and reporting.

**SUBFACTOR c: TRANSPORTATION -**

The offeror's proposal will be evaluated on the extent to which the proposal demonstrates a sound technical approach, including the degree to which the proposal demonstrates a thorough understanding of transportation requirements for inbound and outbound shipments and ability to transport material.

**FACTOR 2: MANAGEMENT CAPABILITY**

The Management Capability Factor has three (3) subfactors: Distribution Management, Resourcing and Plans.

**SUBFACTOR a: DISTRIBUTION MANAGEMENT -**

The offeror's proposal will be evaluated on how well the proposed technical approach achieves Total Management of the operation inclusive of an effective method for interfacing with Corporate Level Management and Dependencies.

**SUBFACTOR b: RESOURCING -**

The offeror's proposal will be evaluated on how well the proposed technical approach provides an effective Depot Level Organizational Structure inclusive of a trained, qualified, and capable workforce proficient in all Depot operations and systems.

**SUBFACTOR c: PLANS -**

The offeror's proposal will be evaluated on how well the proposed technical approach demonstrates a Quality Control/Customer Satisfaction Plan, Phase in and Phase-Out Plan, and, Surge Sustainment Disaster Recovery Plan (SSDRP) that are effective and efficient. The proposed plans shall demonstrate the offerors approach to operational preparedness capability and provide the assurance that the offeror will satisfy the performance requirements during periods of operational adversity, including maintaining contract compliance during operational disruptions, emergencies, military deployments, and periods of increased workload.

**FACTOR 3: LOCATION AND PHYSICAL LAYOUT OF FACILITIES**

The Location and Physical Layout of Facilities has three (3) subfactors: Facility(s), Information Technology Infrastructure, and Security.

**SUBFACTOR a: FACILITY -**

The offeror's proposal will be evaluated on the extent to which the actual facility demonstrates a sound technical approach including the advantages of the physical characteristics of the facility in terms of: size, type construction, electrical power, lighting, AC, loading docks, access doors, arrangement and number of storage aids, MHE, MME, fire suppression equipment and a description of how the physical structure and location proposed will be utilized to meet all requirements of the solicitation. This evaluation criteria applies only to the Government's minimum physical space requirements at time of award which consists of the following; 1.5 million square feet of indoor space; 1 million square feet of outdoor storage space and; 40 thousand square feet of government office space. The results from an on-site Government conducted site assessment survey will be evaluated as part of the offeror's technical proposal. A check list is attached at Section J-3 of this solicitation to provide offerers the criteria the team of government personnel conducting the site assessment survey will be evaluating. To be acceptable, at the time of the site assessment survey using the checklist, the physical structure of the offeror's facilities must be 100% complete and the infrastructure must be 85% complete with 100% of the infrastructure completed at time of award.

**SUBFACTOR b: INFORMATION TECHNOLOGY INFRASTRUCTURE -**

The offeror's proposal will be evaluated on the extent to which the proposal discusses the required information technology infrastructure to support DSS capabilities.

**SUBFACTOR c: SECURITY -**

The offeror's proposal will be evaluated on the extent the proposal demonstrates the ability to meet the security requirements outlined in section 1.4 of the PWS.

**FACTOR 4: PAST PERFORMANCE**

The Government may utilize the Federal Past Performance Information Retrieval System (PPIRS), the Contractor Performance Assessment Reporting System (CPARS), responses received from the Past Performance Questionnaire (Attachment J.3), data submitted by the offeror in Volume III, and any other information available to determine the quality and relevance of the offeror's past performance.

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, delivery 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 key personnel with regard to demonstration of a commitment to the management of key personnel with regard to the offeror's performance in selecting, retaining, supporting, and replacing, when necessary, key 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 without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance and, as a result, will receive a "Neutral" rating for past performance. Should the Government discover adverse past performance information to which the offeror(s) had not had a prior opportunity to respond, the PCO will conduct communications if deemed appropriate.

#### 4. Cost Proposal

The offeror shall have an accounting system, determined by the Government to be adequate to support the Cost Reimbursable line items on the resultant contract.

Although cost is not adjectivally rated or combined with the other evaluation factors to establish a merit rating, it will be assessed as part of the best value analysis. In those evaluations where all other evaluation factors, individually and when combined, are significantly more important than cost, the degree of importance of the cost factor will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.

The Government will assess the realism of the offeror and its major subcontractor's pricing to determine the most probable cost the Government would expect to pay for performance of the contract. However, if the offeror's technical proposal is found unacceptable the Government will not assess the realism of the offeror's cost proposal. 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 who do not meet the definition of "major subcontractor" will not be evaluated for realism. 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.

Cost Realism analysis will be performed on all cost reimbursement CLINs to develop an evaluated most probable cost for each CLIN. A Total Evaluated Contract cost will be derived by adding the Offeror's evaluated most probable cost for each cost reimbursement CLIN and the Offeror's proposed price for each Firm-Fixed-Price CLIN, for the Transition and all option periods. In evaluating cost type offers, realism of the offeror's estimated cost will be considered. "Realism of Estimated Cost" is determined by reference to the costs which the offeror can reasonably be expected to incur in performance of the contract in accordance with the offer. The purpose of the evaluation is to: (1) verify the offeror's understanding of the requirements; (2) assess the degree to which the cost proposal reflects the approaches and/or risk that the offeror will provide the supplies or services at the proposed costs; and (3) assess the degree to which the cost included in the cost proposal accurately represents the effort described in the technical proposal. The proposed costs may be adjusted for purposes of evaluation based on the results of the cost realism evaluation.

##### a) Evaluation of CLINs 0001, 1001, 2001, 3001, 4001, and 5001 (Cost-Plus Award Fee (CPAF) CLINs):

The Government will assess the Offeror's proposed estimated cost on a realism basis, considering the offeror's proposed Hours, Direct and Indirect rates. The Government will utilize rate information received from DCAA to assist with the evaluation. If the proposed direct and indirect

rates are not consistent with DCAA information for that offeror, the proposed rate(s) may be adjusted for realism when applied for evaluation purposes. Similarly, the Offeror's proposed hours may also be adjusted for realism when applied for evaluation purposes. Once all realism adjustments have been made, the Government will then calculate the dollar amount of the award fee applied for evaluation purposes by multiplying the proposed award fee percentage by the estimated cost (which has been adjusted for realism, if necessary). The most probable cost for these CLINs will equal the Offerors' proposed cost, adjusted for realism if necessary, plus the award fee.

b) Evaluation of CLINs 0002, 1002, 2002, 3002, 4002, and 5002 (Cost Reimbursement, No Fee 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 Not-to-Exceed 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 most probable cost for these CLINs will equal the Government provided Estimated Cost plus the Offerors' G&A or Material Handling costs, adjusted for realism if necessary.

c) Evaluation of CLINs 0003, 1003, 2003, 3003, 4003, and 5003 (Firm-Fixed-Price (FFP) CLINs):  
Price analysis will be conducted in accordance with FAR 15.404-1(b). The offered prices will not be adjusted as a result of the analysis.