

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

PROVISION(S) INCORPORATED BY REFERENCE

Provision(s) Applicable to All CLINs

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

| | DFARS PROVISION | TITLE | DATE |
|-----|------------------------|---|-------------|
| K-4 | 252.209-7001 | 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.

(End of Provision)

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.

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

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) *Representation.* The Offeror represents that it—

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of Provision)

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

END OF SECTION K

DRAFT

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

PROVISION(S) INCORPORATED BY REFERENCE

Provision(s) Applicable to All CLINs

| | FAR PROVISION | TITLE | DATE |
|-----|----------------------|---|-------------|
| L-1 | 52.204-6 | 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 |

PROVISION(S) INCORPORATED BY FULL TEXT

Provision(s) Applicable to All CLINs

L-7 FAR 52.211-1 -- Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR part 101-29 (Aug 1998)

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--
GSA Federal Supply Service
Specifications Section, Suite 8100
470 East L'Enfant Plaza SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978.

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

(End of Provision)

L-8 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-9 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-10 FAR 52.216-1 -- Type of Contract (Apr 1984)

The Government contemplates award of a hybrid Fixed Price Incentive Firm Target (FPIF) contract with Firm Fixed Price (FFP), FPIF, Cost Reimbursement (CR), Time-and-Materials (T&M) pricing arrangements resulting from this solicitation.

(End of Provision)

L-11 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, Margaret Ross

New Cumberland, PA 17070-5000

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

(End of Provision)

L-12 FAR 52.237-1 -- Site Visit (Apr 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of Provision)

L-13 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-14 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-15 DDC 52.242-9W40 -- Preproposal Conference Instructions - DDJF (AUG 2008)

(a) A pre-proposal conference for Defense Distribution Depot Jacksonville, Florida (DDJF) will be held as follows:

PRE-PROPOSAL CONFERENCE

Date: March 28, 2009
Time: 0830-1230
Location: Holiday Inn Hotel & Suites
Orange Park - Wells road
620 Wells Road
Orange Park, FL 32073
(904) 562-7400

SITE VISITS

Date: March 28, 2009 and March 29, 2009
Time: 1330-1600 (March 28, 2009) and 0730-1230 (March 29, 2009)
Location: Naval Air Station and Jacksonville and Naval Station Mayport*

*Participants will be picked up at the Holiday Inn Hotel & Suites at 0730. All participants are required to ride the Government-Furnished bus to NAS Jacksonville and NS Mayport. The Government will return all participants to the Holiday Inn at the completion of the site visit.

All registered participants are required to provide their own transportation to and from the Holiday Inn and Suites, and all areas outside of the official site visit/tour.

Participants are advised that the site visit(s) and GFE/GFP reviews/inspections involve walking through the buildings. Please indicate any special needs to Contract Specialist, Gary Walls, when requesting registration to ensure proper accommodations can be arranged.

Dress code for the pre-proposal conference, site visit(s) and GFE/GFP reviews/inspections is casual. Participants are advised to wear appropriate clothing and closed-toe shoes to be safe and comfortable while walking through the distribution facilities. No refreshments will be served.

On the day of the site visit(s) and GFE /GFP review/inspections, time will be provided for participants to eat lunch at the participant's own expense.

Cell phones with digital cameras or cameras of any kind are strictly prohibited. Cell phones with digital cameras and cameras will be left on the bus during the site visit events.

If SEVERE WEATHER causes the base to close, the event will be re-scheduled. Pre-registered offerors will be notified as soon as practical regarding re-scheduling, if necessary. Stay tuned to local television and radio stations for weather reports.

Prospective offerors are encouraged to attend this conference. In order to make the conference as productive as possible, offerors are requested to submit any questions they may have in writing to the Contract Specialist, Gary G. Walls (Gary.Walls@dla.mil by 3:00pm EST on TBD. Interested parties must register with Gary G. Walls by e-mail at Gary.Walls@dla.mil NLT TBD at 3:00pm 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, dates attending.

- (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 two (2) attendees per organization per event.
- (d) Security clearances are not required. However, registration is required, as described above.
(End of Text L-15)

L-16 Communications Between the Government and Offerors

1. Questions regarding this solicitation prior to proposal submission may occur for the purpose of clarifying elements of the solicitation.
 - a. Questions concerning this solicitation shall be submitted by electronic mail to the following:

Gary.Walls@dla.mil

Subject: Solicitation SP3100-09-R-0010

- 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 |
|----------|----------|----------|--------------|-----|---------|---------|--------|
|----------|----------|----------|--------------|-----|---------|---------|--------|

- 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. To avoid a delay in the procurement process, **all questions must be received by 4:00 p.m. eastern local time on April 8, 2009. Questions received after this date and time may not receive a response.**

2. **The hour and date for receipt of offers is 2:00 p.m. eastern local time on April 29, 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), Ms. Margaret, K. Ross and mailed to:

Defense Distribution Center
ATTN: Gary Walls (DDC-J7 AB)
J Avenue, Bldg 404
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), Ms. Margaret K. Ross, and mailed to:

Defense Distribution Center
ATTN: Gary Walls (DDC-J7 AB)
J Avenue, Bldg 404
New Cumberland, PA 17070-5000

If the offeror plans to hand deliver the proposal, they shall contact the Contract Specialist at least one (1) business day in advance to coordinate the proposal delivery.

3. The packaging of the proposals must be clearly marked with the Offeror's Name and solicitation number and the following statement:
"FOR OFFICIAL USE ONLY -- SOURCE SELECTION INFORMATION - SEE FAR 2.101 AND FAR 3.104"
4. 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. 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 IAW FAR 16.104(h).
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, Gary Walls (Gary.Walls@dla.mil) in writing in the format provided in paragraph 1 on page 6 above. If an offeror believes that the requirements in this instruction are otherwise unsound, the offeror shall immediately notify the PCO, Ms. Margaret Ross (Margaret.Ross@dla.mil), in writing with supporting rationale. **The offeror is reminded that the Government reserves the right to award this effort based on the initial proposal, as received, without discussions.**
8. Submission of a proposal that does not contain all of the items requested in Section L pages 59 through 81, may result in elimination from consideration for award.
(End of Text L-16)

L-16 Proposal Preparation Requirements

1. Organization/Number of Copies/Page Limits: The offeror shall prepare the proposal as set forth in the Proposal Organization Table below. The titles and contents and number of copies required for each volume are defined in this table. Proposals shall be submitted as four (4) separate volumes as follows:

| VOLUME | TITLE | PAPER COPIES | CD's | PAGE LIMITATION |
|--------|--|--------------|-----------|-----------------|
| I | Solicitation, Offer and Award Document (SF-33) | Original & 1 | 1 | N/A |
| II | Technical Proposal | Original & 4 | 4 | 200 |
| | Section 1: Management Capability | | | |
| | a. Distribution Management | | | |
| | b. Resourcing | | | |
| | c. Plans | | | N/A |
| | Section 2: Mission Capability | | | |
| | a. Operations | | | |
| | b. Equipment | | | |
| III | Past Performance Proposal | Original & 2 | 2 | 40 |
| IV | Small Business Program Proposal | Original & 2 | 2 | 30 |
| | Section 1: Utilization of Small Business Concerns | | | |
| | 1. Planned Utilization | | | |
| | 2. Past Utilization | | | |
| | Section 2: DLA Mentoring Business Agreement | | | |
| | Section 3: AbilityOne Program | | | |
| V | Price Proposal | Original & 2 | 2 | N/A |
| | | 1 TO DCAA | 1 TO DCAA | |

2. Page Limitations: The page limitations for each proposal volume shall be treated as the maximum number of pages allowable. If an offer exceeds the maximum number of pages, the excess pages of the proposal will not be read or considered in the evaluation of the proposal. When both sides of a sheet display printed material, it shall be counted as 2 pages.
3. Cross-Referencing: To the greatest extent possible, each volume shall be written on a stand-alone basis so that its contents may be evaluated with the minimum of cross-referencing to other volumes of the proposal. Information required for proposal evaluation which is not found in its designated volume will be assumed to have been omitted from the proposal. Cross-referencing within a proposal volume is permitted where its use would conserve space without impairing clarity.
4. Indexing: Each volume shall contain a more detailed table of contents to delineate the subparagraphs within that volume. The detailed table of contents is not part of or included in

the page limitation. Tab indexing shall be used to identify sections. Any cross-reference matrix table is not part of the page limitation.

5. Glossary of Abbreviations and Acronyms: Each volume shall contain a glossary of all abbreviations and acronyms used, with an explanation of each. Glossaries do not count against the page limitations for their respective volumes.
6. Page Size and Format:
 - a. The offeror's proposal shall be prepared on standard 8.5 x 11 inch paper and submitted in three-ring binders. 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.

VOLUME I - SOLICITATION, OFFER AND AWARD DOCUMENTS

Section 1 – COVER LETTER AND SF-33:

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

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

Offerors must acknowledge any amendments to the solicitation by completing Block 16 of the SF-30.

Section 2 – SECTION B:

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

Section 3 - REPRESENTATIONS AND CERTIFICATIONS:

By the proposal submission, the offeror is representing the firm will perform all the requirements specified in the solicitation. Restating the 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.

VOLUME II – TECHNICAL PROPOSAL

Section 1 - MANAGEMENT CAPABILITY:

The Management Capability factor is broken down into three (3) subfactors, 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 subfactor, as follows:

1. Distribution Management: In order to be compliant with the distribution management subfactor, 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. The offeror's proposed normal business hours for this operation and rationale for selecting these hours.
 - 3) The involvement of the corporate headquarters with the local operation and how it will ensure customer support.
 - 4) 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 subfactor, 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 degree in Logistics or Business Management (minimum Bachelor's Degree) and at least five (5) years of experience in Distribution Management, OR, at least ten (10) years of progressive management experience in distribution operations similar in size and complexity to the operation offered in this contract. Individuals holding these positions require a secret security clearance.
 - 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 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 distribution, inventory procedures and warehousing operations. 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.
 - 4) Prior to award, the KO **may** require an offeror to confirm that personnel whose resumes were submitted for evaluation are available to work on, and shall be assigned to, the contract resulting from this solicitation. This confirmation, which shall be signed by a duly-authorized company representative, shall:
 - List all personnel proposed for evaluation; and
 - Indicate whether each individual listed is available to work on, and shall be assigned to, the contract.If the confirmation indicates that the proposed personnel are unavailable to work on the contract or that proposed personnel may not be assigned to the contract, then the Government may reevaluate that offeror's proposal.
The Offeror is not required to provide said certification unless specifically notified of this requirement by the KO.
 - 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 and titles;
 - Total man hours proposed by organization and skill level;and
 - 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 beginning and end of the phase-in period and will continue to maintain (at that level of effort or greater) until the required APLs have been met for two consecutive months.
 - 2) The offeror's recruitment and hiring plan to fill vacancies once full performance has been achieved.
 - 3) Assessment of the local labor market and of the offeror's ability to hire qualified personnel.
 - 4) 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.
 - 5) The process that will be used in interviewing and making offers to current contractor personnel to include timing of offers, length offer remains open, any contingencies for hiring, and start dates.
 - 6) Critical skill positions and 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 months of performance.
 - 7) 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.
 - 8) The offeror's approach for employee retention
 - 9) 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).
 - 10) 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.
 - 11) The offeror's procedures and policies to minimize training and travel cost.
3. Plans: In order to be compliant with the Plans subfactor, each offeror must detail their Quality Control/Customer Satisfaction Plan and Transition Plans for both Phase-In and Phase-Out of operation.
- a. Quality Control/Customer Satisfaction: The offeror shall provide a Quality Control Plan/Customer Satisfaction Plan (QC/CSP) compliant with the elements addressed in section C.5.1.4 of the PWS. The QCP must specifically address the methods for meeting performance standards, customer requirements, and complying with applicable regulations. The purpose of the plan is to provide the quality control and customer satisfaction methodology, 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. Phase-In and Phase-Out Plan: The offeror shall provide a Transition/Phase-In and Phase-Out plan in accordance with Section C.1.7 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 90 days. 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) The offeror's method of maintaining performance APLs in each functional area.
 - 2) Familiarization with ALL tasks that the offeror will perform during transition. Task information shall include a definition or description, resources, any necessary coordination with the Government, and schedule.
 - 3) All assumptions made by the offeror regarding transition.

- 4) All actions the offeror requires the Government to perform; i.e., government actions that constrain the offeror's transition tasks.
 - 5) Government-imposed constraints.
 - 6) Actions planned to minimize disruption of the present workforce and continued performance of depot operations during the transition period.
 - 7) Detailed description of office space and equipment requirements required for contractor use during transition (including telephone and LAN access). At the start of the phase-in period the Government will provide office space and equipment as identified in the Transition/Phase-In/Phase-Out Plan. Office and equipment provided during the phase-in period may not be the permanent office space and equipment assigned to the offeror for performance.
 - 8) The offeror's approach to training and certification of personnel for the start of full performance.
 - 9) The offeror's approach to ensuring they schedule the Distribution Standard System (DSS) train-the-trainer classes with a maximum training, certification, and period of 45 days, to be completed no later than 30 days prior to the conclusion of phase-in.
 - 10) The offeror's approach to any other training necessary before end of phase-in as addressed in TE 3.9 or 4.1.
 - 11) List of transition personnel.
- c. The offeror shall provide a Surge, Sustainment and Disaster Recovery Plan (SSDRP) that provides their approach to maintaining contract compliance during operational disruptions, emergencies, military deployments, and periods of increased workload to satisfy the requirements of Section C 1.8.1 of the PWS. The following elements are to be addressed by the plan:
- 1) Describe 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:
 - For assessing a situation;
 - Determining an appropriate response; and
 - Achieving recovery.
 - 2) Addresses a methodology and process for the following situations:
 - Surge workload;
 - Natural and man-made disasters;
 - Adverse weather;
 - Mobilization (short and long-term military operations);
 - Loss of any essential operation(s), function(s), or personnel (e.g., transactional systems, critical skills, and knowledge); and
 - Heightened security requirements.
 - 3) For each of the situations listed in 2) above and further identified by the offeror, the plan shall address the following minimum aspects:
 - Process(es) to achieve recovery and resumption of full service; and
 - Potential impacts caused by each type of adverse situation.

Section 2: - MISSION CAPABILITY:

Mission Capability is broken into two (2) subfactors, Operations and Equipment. 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 subfactor, as follows:

- 1) **Operations:** In order to be compliant with the Operations subfactor, 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) advise code and exception data, and/or over/under selection of MRO quantity based on items packaged configuration.
 - 5) The offeror's approach to Transportation.
 - 6) 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.
 - 7) The offeror's approach to handling of hazardous material, to include proper segregation, and certification for all modes of shipment and preventing frustrated shipments.
- 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, 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 automated warehousing system, equipment, etc. that includes maintaining stock locator system. The approach shall address how automated distribution systems and any recommended warehousing systems are integrated into the proposed technical approach.
 - 5) The offeror's approach to meeting APLs and maintaining accurate, auditable records of warehouse operations performance.
 - 6) The offeror's ability to identify cause if Acceptable Performance Levels 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; and
 - 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 subfactor, each offeror must address the following items in detail:
- 1) The facilities and equipment listed in the PWS and technical exhibits 3.2, 3.2, 3.3, 3.4, and 3.5 are available for Offerors to utilize as Government Furnished Equipment. Each offeror shall indicate the specific facilities and equipment that they require to meet contract requirements. Offerors are cautioned that the Government will provide ONLY those facilities and equipment identified in their proposal for use during contract performance.
 - 2) A list of any additional facilities and/or equipment required to meet the contract requirements. If the offeror has none, this shall be indicated.
 - 3) The dates during which the property will be available for use (including the first, last, and all intervening months) and, for any property that will be used concurrently in performing two or more contracts, the amounts of the respective uses in sufficient detail to support prorating the rent.
 - 4) The amount of rent that would otherwise be charged in accordance with the FAR clause 52.245-9, Use and Charges.
 - 5) 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.
 - 6) 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.
 - 7) 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
 - 8) 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.
 - 9) Approach and documented processes and procedures for performing scheduled preventive maintenance (PM), unscheduled trouble calls, unscheduled maintenance (UM) and equipment disposal actions.

- 10) Approach and documented processes and procedures for using EMACS 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.
- 11) Approach for providing quality control inspections by the Contractor of work performed, processes followed, documentation and data entry into EMACS.
- 12) Approach for established criterion to identify when equipment should be replaced.

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-0010."

(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.
- 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 years.

(3) Attachment J.3 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-4, #2 above. 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.3 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).
- 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 provide a summary table to indicate all proposed subcontractors for this effort. Offerors shall indicate which subcontractors are major subcontractors as defined in this section.

VOLUME IV – SMALL BUSINESS PROGRAM PROPOSAL

Please note that the Javits-Wagner-O'Day (JWOD) Program has recently undergone a name change to the "AbilityOne Program". All references to JWOD shall have the same meaning as AbilityOne Program.

The successful contractor must agree to submit, and ensure that its subcontractors submit, the required subcontracting reports in accordance with the instructions on the forms and in accordance with the provision in SECTION H of the resultant contract. Prior to final payment, the successful contractor shall submit their small business utilization figures (using the SFs 294 & 295) to the DDC Contracting Office (address on page 1 of this solicitation) for use in determining how well the successful awardee adhered to their proposed plan and for use in determining the company's overall performance evaluation.

Section 1 – UTILIZATION OF SMALL BUSINESS CONCERNS:

The Utilization of Small Business Concerns factor is broken down into two subfactors, Planned Utilization and Past Utilization. Offerors shall provide a detailed description of their approach for each subfactor, as follows:

I. Planned Utilization:

THE FOLLOWING REQUIREMENT IS ONLY APPLICABLE TO LARGE BUSINESSES:

In accordance with FAR 19.704, FAR clause 52.219-9 (Alt II), DFARS 252.219-7003 and DLAD 52.215-9002, a subcontracting plan is required from all large business offerors responding to this solicitation. The Subcontracting Plan shall address all (eleven) required elements for FAR 52.219-9 and shall include the broadest possible scope of small business participation. An offeror's subcontracting plan will be made a part of any resulting contract award. A Subcontracting Plan Sample Format is provided via Attachment J.5 to the solicitation and should be used to the maximum extent practicable. The proposed goals and dollars for each small business category shall be clearly stated. Cage codes shall also be provided for the (prime) contractor and to the maximum extent possible, for all proposed small business subcontractors (reference Sample Format, page 4). Statutory goals of 23%

small business, 5 percent small disadvantaged business, 5 percent woman-owned small business, 3% hubzone small business, and 3% service-disabled veteran-owned small business should be considered minimum targets. In no case are "zero" goals acceptable. If the offeror cannot meet some or all of the goals specified, complete rationale/justification shall be provided at the end of the subcontracting plan.

THE FOLLOWING REQUIREMENT IS ONLY APPLICABLE TO SMALL BUSINESSES:

In accordance with DLA Directive 15.304(c)(4), a Socioeconomic Plan is required from all small business companies submitting a proposal in response to this solicitation. The Socioeconomic Plan for small business includes the following categories – Small Business (SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), and Historically Black Colleges and Universities or Minority Institutions (HBCUMI). (The NAICS code/size standard is 493110/\$25,500,000.00 for use in making any small business determination under this procurement.) The proposed goals and dollars for each small business category shall be clearly stated. The Subcontracting Plan Sample Format, Attachment J.5 is attached to the solicitation and should be used to the maximum extent practicable. Cage codes shall be provided for the offeror and to the maximum extent practicable for all proposed socioeconomic small business firms (reference page 4 of the Sample Format).

2. Past Utilization:

THE FOLLOWING REQUIREMENT IS ONLY APPLICABLE TO LARGE BUSINESSES:

All large business prime contractors shall submit copies of SF 294 and corresponding SF 295 for the company's last two fiscal year periods (at least three contracts). In addition, offerors shall provide a narrative addressing any past teaming arrangements, advisory agreements, or subcontracting agreements for similar type procurements (if applicable).

Section 2 – DEFENSE LOGISTICS AGENCY MENTORING BUSINESS AGREEMENT (DLA MBA):

Offerors shall provide a detailed description of their approach as follows:

ALL offerors (LARGE AND SMALL BUSINESSES) shall provide compliance with the following DLAD provision. Attachment J.5 provides a format to provide the information requested in the provision, and should be used to the maximum extent practicable.

DLAD 52.219-9002 -- DLA MENTORING BUSINESS AGREEMENTS (MBA) PROGRAM (DEC 1997)

(a) The offeror is invited to participate in a program whereby small, small disadvantaged, and women-owned small businesses are afforded the opportunity (through the offeror's provision of developmental assistance in its capacity as prime contractor) to participate in the DLA procurement process. (The offeror may alternatively propose to mentor a Javits-Wagner-O'Day (JWOD) Act-qualified nonprofit agency.) In order to participate, the offeror shall submit a proposal outlining the assistance already rendered or to be provided to the protégé, as well as the kinds of value-added activity the offeror might expect to receive, in return, from the mentored entity. The offeror-mentor may propose to provide the benefit of its managerial expertise, technical capabilities, market knowledge, etc.; the protégé will be expected to provide a specialized service or product, or, potentially, admission into its own market. Participation is entirely voluntary.

(b) The Government will evaluate the offeror's proposal for participation in the DLA MBA Program on a comparative basis among all offerors, rather than via establishment of an "acceptable" standard. The factor is an independent element in the overall award decision; the offeror who proposes or demonstrates the most comprehensive plan for tutoring a protégé will receive the highest rating for this evaluation factor during the source selection process. The evaluation will assess the offeror's willingness to assist such entities in receiving better market shares, improving their processes, and generally contributing to their viability under long-term contracting arrangements.

(c) The proposal submitted by the successful offeror will be incorporated into its contract with DLA. The successful offeror will be expected to incorporate the salient points of the evaluated proposal into a written

agreement (the MBA) with a protégé selected by the offeror. The offeror's performance under the proposal will be monitored by the contracting officer and cognizant small business specialists (from the buying activity and/or the Defense Contract Management Agency) during the contract period. This performance will be one factor used to determine placement of orders against multiple-award contracts and/or exercise of options in the contract's follow-on years (as applicable). It will also be used as an independent evaluation factor, and as an element of past performance evaluation, in subsequent source selection decisions.

(End of Provision)

Section 3 – ABILITYONE PROGRAM (FORMERLY JWOD PROGRAM):

Offerors shall provide a detailed description of their approach as follows:

ALL offerors (LARGE AND SMALL BUSINESSES) shall provide compliance with the following DLAD provision. Attachment J.5 provides a format to provide the information requested in the provision, and should be used to the maximum extent practicable.

DLAD 52.215-9004 -- JAVITS-WAGNER-O'DAY ACT ENTITY PROPOSAL (DEC 1997)

(a) Provide a description of the efforts your company will make to assure that Javits-Wagner-O'Day Act (JWOD) qualified nonprofit agencies for the blind or other severely disabled will have equal opportunity to compete for subcontracts under any resulting contract. Describe your current and proposed range of services, supplies, and any other support that will be provided to you by JWOD concerns. Include specific names of such subcontractors, to the extent they are known.

(b) Describe any future plans your company has for developing additional subcontracting possibilities for JWOD entities, or ways in which these entities could be partnered with other businesses and agencies in opportunities to diversify revenue production, during the contract period.

(c) Specify what proportion of your proposal, as a percentage of dollars, will be subcontracted to JWOD entities.

(d) You shall be required to submit periodic progress reports (no less frequently than annually) to the contracting officer regarding your subcontracting efforts relative to JWOD entities. Specify what type of performance data you will accumulate and provide to the contracting officer regarding your support of JWOD entities during the period of contract performance. Provide the name and title of the individual principally responsible for ensuring company support to such entities (generally, this is the individual responsible for subcontracting with small, small disadvantaged, and women-owned small businesses).

(End of Provision)

VOLUME V – COST/PRICE 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. Therefore, in accordance with the tasking incorporated by Section C and also the historical and projected workload data, offerors shall provide a proposed level of effort for CLINs 0001 and X002 required to carry out these requirements and incorporate their cost/pricing in Section B of this solicitation.

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

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. **PLEASE NOTE: ALL TABLES MUST BE COMPLETED IN MICROSOFT EXCEL FORMAT. IN SUBMITTING THE ELECTRONIC VERSION OF THE COST PROPOSAL, OFFERS SHALL NOT HIDE FORMULAS OR CELLS.** For each Breakdown provided in Microsoft EXCEL format, the Offeror must establish clear identifiable links and calculations, such that the Government is able to replicate the estimates provided.

The cost proposal shall include:

- a. Supporting schedules in sufficient detail to substantiate the pricing proposal.

These schedules shall include as a minimum: a list of all labor categories, a breakdown of the number of man-hours required for each category, hourly labor rates, a breakdown of fringe benefit and/or applied overhead rate, and a list of other direct costs proposed including travel, material costs, General & Administrative rate, Fixed Fee, if possible.

- b. The name, address, and telephone number of the cognizant Government Audit Agency Officer and Contract Administration Office.

- c. Additional cost breakout information.

Direct Labor Costs: Detail direct labor cost as follows:

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

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

Other Direct Costs (Travel): For pricing purposes, travel costs are estimated as indicated in Schedule B for CLIN X007. Offerors should also note that the amount estimated for CLIN X007travel does not include any indirect rate application (i.e. overhead and/or G&A).

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

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

COST PROPOSAL SUMMARY

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

Offerors shall insert their proposed price for CLINs 0001, X002, and X003. The Offerors Total Target Price for CLIN X002 is inclusive of Target Profit. Offerors shall insert and apply their G&A or Material Handling Rate to the Government Provided Estimated Cost for CLINs X004, X005, X006 and X007 for each year. For CLINs X004, X005, X006 and X007 the Offeror’s proposed NTE price is equal to the Government Provided Estimated Cost plus the Offeror’s G&A or Material Handling cost. The Estimated Cost is provided in the spreadsheet requirements for CLINs X004, X005, X006 and X007 listed below (pages L-77 through L-80). Fee is not allowable under CLINs X004, X005, X006 and X007. For CLIN X008, the Offeror’s proposed NTE price for each year is equal to the Government Provided Estimated Hours listed below (pages L-80 and L-81) multiplied by the offeror’s fully burdened labor rate for each SubCLIN.

CLIN 0001 PHASE-IN PERIOD

Offerors shall complete the Prime Labor table below. The Offeror shall insert all labor categories proposed to accomplish the taskings incorporated by Section C. For example, an Offeror could replace “Position (1)” with “Site Manager”. Use of ¼ increments for FTEs is permissible (i.e. ¼, ½, and ¾). Also, 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 (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.).

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”.

| CLIN 0001 – PRIME LABOR | | | | |
|-------------------------|----------|------------------------------------|-------------|--|
| Labor Category | DOL Code | Number of Hours | Base Rate | Subtotal Labor (Number of Hours * Base Rate) |
| Position 1 | | | | |
| Position 2 | | | | |
| Position 3 | | | | |
| | | | | |
| | | Subtotal Labor for all Categories: | | \$ |
| | | OH (1) | _____ % | \$ |
| | | OH (2) | _____ % | \$ |
| | | G&A | _____ % | \$ |
| | | | | |
| | | | Total Labor | \$ |
| | | | | |
| | | | | |

| CLIN 0001 – SUBCONTRACTOR LABOR | | | | |
|---------------------------------|----------|--|---------------------------------|--|
| Labor Category | DOL Code | Number of Hours | Base Rate | Subtotal Labor (Number of Hours * Base Rate) |
| Position 1 | | | | |
| Position 2 | | | | |
| Position 3 | | | | |
| | | | | |
| | | Subtotal Major Subcontractor Labor for all Categories: | | \$ |
| | | OH (1) | % | \$ |
| | | OH (2) | % | \$ |
| | | G&A | % | \$ |
| | | | | |
| | | | Total Major Subcontractor Labor | \$ |
| | | Other Subcontracted Labor Subtotal: | | \$ |
| | | Profit/Fee*: | | \$ |
| | | Total Burdernal: | | \$ |
| | | Total for all Subcontractor Labor | | \$ |

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

Offerors shall complete the Support Cost table below. For each item, Offerors shall complete the information requested by the header row (i.e. COST, OH, SUBTOTAL, PROFIT and TOTAL). Offerors shall name and identify the specific Overheads to be included. For example, an offeror could replace “OH(1)” with Material Handling 10%. Offerors shall insert the proposed OH and Profit percentages into the header row. Items shall be listed with enough descriptive detail for the government to ascertain the type, quantity, and purpose of the item being proposed. If necessary, Offerors may develop an appendix to the table to provide a narrative description.

CLIN 0001 –SUPPORT COSTS

COST OH(1)___% OH(2)___% SUBTOTAL PROFIT___% TOTAL

TOTAL SUPPORT COSTS

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

| SUMMARY TABLE CLIN 0001 | BASE YEAR / TOTAL CONTRACT |
|------------------------------------|----------------------------|
| CLIN 0001 – PRIME LABOR COSTS | |
| CLIN 0001 – SUB LABOR COSTS | |
| CLIN 0001 – SUPPORT COSTS | |
| CLIN 0001 – TOTAL FIRM FIXED PRICE | |

CLIN X002 DISTRIBUTION OPERATIONS

Offerors shall complete the Prime Labor table below for the base year and each option year. The Offeror shall insert all labor categories proposed to accomplish the taskings incorporated by Section C. For example, an Offeror could replace "Position (1)" with "Site Manager". Use of ¼ increments for FTEs is permissible (i.e. ¼, ½, and ¾). Also, 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 (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.).

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"). No additional cost information is required to be submitted for subcontractors that do not meet the definition of "major subcontractor".

| CLIN 0002 – Base Year PRIME LABOR | | | | |
|--------------------------------------|----------|------------------------------------|-------------|--|
| Labor Category | DOL Code | Number of Hours | Base Rate | Subtotal Labor (Number of Hours * Base Rate) |
| Position 1 | | | | |
| Position 2 | | | | |
| Position 3 | | | | |
| | | | | |
| | | Subtotal Labor for all Categories: | | \$ |
| | | OH (1) | ____ % | \$ |
| | | OH (2) | ____ % | \$ |
| | | G&A | ____ % | \$ |
| | | | | |
| | | | Total Labor | \$ |

| CLIN 0002 – Base Year SUBCONTRACTOR LABOR | | | | |
|--|----------|---|------------------------------------|--|
| Labor Category | DOL Code | Number of Hours | Base Rate | Subtotal Labor (Number of Hours * Base Rate) |
| Position 1 | | | | |
| Position 2 | | | | |
| Position 3 | | | | |
| | | | | |
| | | Subtotal Major Subcontractor Labor for all Categories: | | \$ |
| | | OH (1) | ____ % | \$ |
| | | OH (2) | ____ % | \$ |
| | | G&A | ____ % | \$ |
| | | | | |
| | | | Total Major Subcontractor Labor | \$ |
| | | Other Subcontracted Labor Subtotal: | | \$ |
| | | Profit/Fee*: | | \$ |

| | | | | |
|--|--|--|-----------------|----|
| | | | Total Burdened: | \$ |
| | | Total for all Subcontractor Labor | | \$ |

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

| SUMMARY TABLE CLIN X002 | BASE YEAR | OPTION YEAR 1 | OPTION YEAR 2 | OPTION YEAR 3 | OPTION YEAR 4 | TOTAL CONTRACT |
|---|-----------|---------------|---------------|---------------|---------------|----------------|
| CLIN X002 – PRIME LABOR COSTS | | | | | | |
| CLIN X002 – SUB LABOR COSTS | | | | | | |
| CLIN X002 – TARGET COST | | | | | | |
| CLIN X002 – TARGET PROFIT (5% OF TARGET COST) | | | | | | |
| CLIN X002 – TOTAL TARGET PRICE | | | | | | |
| CLIN X002 – CEILING PRICE (120% OF TARGET COST) | | | | | | |

CLIN X003 PREVENTATIVE EQUIPMENT MAINTENANCE

Offerors shall complete the Prime Labor table below. The Offeror shall insert all labor categories proposed to accomplish the taskings incorporated by Section C.. For example, an Offeror could replace “Position (1)” with “Site Manager”. Use of ¼ increments for FTEs is permissible (i.e. ¼, ½, and ¾). Also, 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 (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.).

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”). No additional cost information is required to be submitted for subcontractors that do not meet the definition of “major subcontractor”.

| CLIN 0003 – Base Year PRIME LABOR | | | | |
|--------------------------------------|----------|------------------------------------|-------------|--|
| Labor Category | DOL Code | Number of Hours | Base Rate | Subtotal Labor (Number of Hours * Base Rate) |
| Position 1 | | | | |
| Position 2 | | | | |
| Position 3 | | | | |
| | | | | |
| | | Subtotal Labor for all Categories: | | \$ |
| | | OH (1) | % | \$ |
| | | OH (2) | % | \$ |
| | | G&A | % | \$ |
| | | | | |
| | | | Total Labor | \$ |

| CLIN 0002 – Base Year SUBCONTRACTOR LABOR | | | | |
|--|----------|---|------------------------------------|--|
| Labor Category | DOL Code | Number of Hours | Base Rate | Subtotal Labor (Number of Hours * Base Rate) |
| Position 1 | | | | |
| Position 2 | | | | |
| Position 3 | | | | |
| | | | | |
| | | Subtotal Major Subcontractor Labor for all Categories: | | \$ |
| | | OH (1) | % | \$ |
| | | OH (2) | % | \$ |
| | | G&A | % | \$ |
| | | | | |
| | | | Total Major Subcontractor Labor | \$ |
| | | Other Subcontracted Labor Subtotal: | | \$ |
| | | Profit/Fee*: | | \$ |
| | | Total Burdened: | | \$ |
| | | Total for all Subcontractor Labor | | \$ |

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

Offerors shall complete the Support Cost table below. For each item, Offerors shall complete the information requested by the header row (i.e. COST, OH, SUBTOTAL, PROFIT and TOTAL). Offerors shall name and identify the specific Overheads to be included. For example, an offeror could replace “OH(1)” with Material Handling 10%”. Offerors shall insert the proposed OH and Profit percentages into the header row. Items shall be listed with enough descriptive detail for the government to ascertain the type, quantity, and purpose of the item being proposed. If necessary, Offerors may develop an appendix to the table to provide a narrative description.

CLIN 0001 –SUPPORT COSTS

COST OH(1)___% OH(2)___% SUBTOTAL PROFIT___% TOTAL

TOTAL SUPPORT COSTS

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

| SUMMARY TABLE CLIN X003 | BASE YEAR | OPTION YEAR 1 | OPTION YEAR 2 | OPTION YEAR 3 | OPTION YEAR 4 | TOTAL CONTRACT |
|------------------------------------|-----------|---------------|---------------|---------------|---------------|----------------|
| CLIN X003 – PRIME LABOR COSTS | | | | | | |
| CLIN X003 – SUB LABOR COSTS | | | | | | |
| CLIN X003 – SUPPORT COSTS | | | | | | |
| CLIN X003 – TOTAL FIRM FIXED PRICE | | | | | | |

CLIN X004 UNSCHEDULED EQUIPMENT MAINTENANCE

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 ceiling price in the last column. No fee is allowed under this CLIN.

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

| | Government Provided Estimated Cost | G&A or Material Handling Rate (<i>Offeror to identify</i>) _____ % | Ceiling Price |
|----------------|------------------------------------|---|---------------|
| CLIN 0004 | \$ 88,300.00 | | |
| CLIN 1004 | \$126,300.00 | | |
| CLIN 2004 | \$131,000.00 | | |
| CLIN 3004 | \$136,000.00 | | |
| CLIN 4004 | \$142,000.00 | | |
| TOTAL CONTRACT | \$623,600.00 | | |

| SUMMARY TABLE CLIN X004 | BASE YEAR | OPTION YEAR 1 | OPTION YEAR 2 | OPTION YEAR 3 | OPTION YEAR 4 | TOTAL CONTRACT |
|---------------------------------|-----------|---------------|---------------|---------------|---------------|----------------|
| CLIN X004 – TOTAL Ceiling Price | | | | | | |

CLIN X005 EQUIPMENT REPLACEMENT

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 ceiling price in the last column. No fee is allowed under this CLIN.

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

| | Government Provided Estimated Cost | G&A or Material Handling Rate (<i>Offeror to identify</i>) _____ % | | | | Ceiling Price |
|----------------|--|--|--|--|--|---------------|
| CLIN 0005 | \$ 00.00 | | | | | |
| CLIN 1005 | \$142,000.00 | | | | | |
| CLIN 2005 | \$246,000.00 | | | | | |
| CLIN 3005 | \$172,000.00 | | | | | |
| CLIN 4005 | \$130,000.00 | | | | | |
| TOTAL CONTRACT | \$690,000.00 | | | | | |

| SUMMARY TABLE | BASE YEAR | OPTION YEAR 1 | OPTION YEAR 2 | OPTION YEAR 3 | OPTION YEAR 4 | TOTAL CONTRACT |
|------------------------------------|--------------|------------------|------------------|------------------|------------------|-------------------|
| CLIN X005 | | | | | | |
| CLIN X005 – TOTAL Ceiling Price | | | | | | |

CLIN X006 MATERIAL SUPPORT COSTS

Offerors shall complete the dollar amount of the information requested by the header row in the tables below. Offerors shall identify the specific rate applied to the Government Provided Estimated Cost (G&A 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 ceiling price in the last column. No fee is allowed under this CLIN.

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

| | Government Provided Estimated Cost | G&A or Material Handling Rate (<i>Offeror to identify</i>) _____ % | | | | Ceiling Price |
|----------------|--|--|--|--|--|---------------|
| CLIN 0006 | \$ 878,000.00 | | | | | |
| CLIN 1006 | \$1,188,000.00 | | | | | |
| CLIN 2006 | \$1,202,000.00 | | | | | |
| CLIN 3006 | \$1,210,000.00 | | | | | |
| CLIN 4006 | \$1,241,000.00 | | | | | |
| TOTAL CONTRACT | \$5,719,000.00 | | | | | |

| SUMMARY TABLE | BASE YEAR | OPTION YEAR 1 | OPTION YEAR 2 | OPTION YEAR 3 | OPTION YEAR 4 | TOTAL CONTRACT |
|------------------------------------|--------------|------------------|------------------|------------------|------------------|-------------------|
| CLIN X006 | | | | | | |
| CLIN X006 – TOTAL Ceiling Price | | | | | | |

CLIN X007 TRAVEL & TRAINING CONFERENCES

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 ceiling price in the last column. No fee is allowed under this CLIN.

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

| | Government Provided Estimated Cost | G&A or Material Handling Rate (<i>Offeror to identify</i>) _____ % | Ceiling Price | | | |
|----------------|--|--|---------------|--|--|--|
| CLIN 0007 | \$ 20,000.00 | | | | | |
| CLIN 1007 | \$ 45,000.00 | | | | | |
| CLIN 2007 | \$ 45,000.00 | | | | | |
| CLIN 3007 | \$ 50,000.00 | | | | | |
| CLIN 4007 | \$ 50,000.00 | | | | | |
| TOTAL CONTRACT | \$210,000.00 | | | | | |

| SUMMARY TABLE | BASE YEAR | OPTION YEAR 1 | OPTION YEAR 2 | OPTION YEAR 3 | OPTION YEAR 4 | TOTAL CONTRACT |
|-----------------------------------|--------------|------------------|------------------|------------------|------------------|-------------------|
| CLIN X007 | | | | | | |
| CLIN X007- TOTAL Ceiling Price | | | | | | |

CLIN X007 SPECIAL PROJECTS

Offerors shall complete the Labor tables below for the base year and each option year.

In the first table, Offerors shall complete the first column, first row by inserting "Prime" if the positions will be filled by the prime contractor or "Sub" if the positions will be filled through subcontracting. The Government has provided the required positions to accomplish the work under this CLIN. Position descriptions have been provided in Section C.5.8 Special Projects. For each position, Offerors shall complete the dollar amount of the information requested by the header row. 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%". Offerors shall also insert the proposed G&A and fee percentages into the header row.

The Fully Burdened Rate in each year's table must be the same as those rates entered in Section B.

Because this is a Time-and-Materials Line Item, a realism analysis of the Fully Burdened Labor Rate is required even if the subcontractor does not meet the definition of "major subcontractor". Therefore, the offeror is required to complete this table in full for any position proposed for subcontracting under this line item, regardless if the subcontractor is not considered a "major subcontractor". Additionally, any proposed subcontractor under this line item is required to provide the detailed information regarding their benefits, overhead, G&A and fee. In the event the 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.

In the second table, Offerors shall insert their fully burdened rate. Offerors shall multiply their rate by the Government Provided Hours and insert their ceiling price for each SubCLIN for the base and each option year.

The ceiling price in each year's table must be the same as those entered in Section B.

In the last table (Summary Table), Offerors shall insert their ceiling price for the Base and each Option Year. Offerors shall sum all ceiling amounts to arrive at the Total Ceiling Price.

| BASE YEAR (Offeror to insert Prime or Sub) LABOR | LABOR RATE | | | | | FULLY BURDENED RATE |
|--|------------|----------|----------|-------|-------|---------------------|
| | BASE RATE | OH (1) % | OH (2) % | G&A % | FEE % | |
| (Rewarehousing) Material Handling Laborer | | | | | | |
| (Rewarehousing) Forklift Operator | | | | | | |
| (Rewarehousing) Warehouse Specialist | | | | | | |
| (All) Supply Technician | | | | | | |
| (Container Fabrication/Specialized Packaging) Woodworker | | | | | | |
| (Container Fabrication/Specialized Packaging) Material Coordinator | | | | | | |

| CLIN 0007 – BASE YEAR | Government Provided Hours | Fully Burdened Rate | Total Not-To-Exceed (NTE) |
|--|---------------------------|---------------------|---------------------------|
| CLIN 0007AA (Rewarehousing) Material Handling Laborer | 1,400 | | |
| CLIN 0007AB (Rewarehousing) Forklift Operator | 700 | | |
| CLIN 0007AC (Rewarehousing) Warehouse Specialist | 350 | | |
| CLIN 0007AD (All) Supply Technician | 55 | | |
| CLIN 0007AE (Container Fabrication/Specialized Packaging) Woodworker | 1,270 | | |
| CLIN 0007AF (Container Fabrication/Specialized Packaging) Material Coordinator | 100 | | |
| 0007 TOTAL | | | |

| SUMMARY TABLE CLIN X007 | BASE YEAR | OPTION YEAR 1 | OPTION YEAR 2 | OPTION YEAR 3 | OPTION YEAR 4 | TOTAL CONTRACT |
|---------------------------|-----------|---------------|---------------|---------------|---------------|----------------|
| CLIN X007 – Ceiling Price | | | | | | |

CLIN X008 SPECIAL PROJECTS

Offerors shall complete the Labor tables below for the base year and each option year.

In the first table, Offerors shall complete the first column, first row by inserting “Prime” if the positions will be filled by the prime contractor or “Sub” if the positions will be filled through subcontracting. The Government has provided the required positions to accomplish the work under this CLIN. Position descriptions have been provided in Section C.5.8 Special Projects. For each position, Offerors shall complete the dollar amount of the information requested by the header row. 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%”. Offerors shall also insert the proposed G&A and fee percentages into the header row.

The Fully Burdened Rate in each year's table must be the same as those rates entered in Section B.

In the event the 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.

In the second table, Offerors shall insert their fully burdened rate. Offerors shall multiply their rate by the Government Provided Hours and insert their Total Not-To-Exceed (NTE) for each SubCLIN for the base and each option year.

The Not-To-Exceed amounts in each year's table must be the same as those entered in Section B.

| CLIN X008 – (Offeror to insert Prime or Sub) LABOR | LABOR RATE | | | | | |
|---|--------------|----------------|----------------|----------|----------|---------------------------|
| | BASE RATE | OH (1) % | OH (2) % | G&A % | FEE % | FULLY BURDENED RATE |
| Material Handling Laborer | | | | | | |
| Forklift Operator | | | | | | |
| Warehouse Specialist | | | | | | |
| Supply Technician | | | | | | |
| Woodworker | | | | | | |
| Material Coordinator | | | | | | |

| CLIN X008 | Government Provided Hours | Fully Burdened Rate | Total Not-To-Exceed (NTE) |
|--------------------------------------|---------------------------------|------------------------|------------------------------|
| X008AA -Material Handling Laborer | 700 | | |
| X008AB -Forklift Operator | 700 | | |
| X008AC - Warehouse Specialist | 3600 | | |
| X008AD -Supply Technician | 700 | | |
| X008AE – Woodworker | 700 | | |
| X008AF - Material Coordinator | 700 | | |
| X008 | | N/A | |

END SECTION L

SECTION M - EVALUATION FACTORS FOR AWARD

PROVISION(S) INCORPORATED BY REFERENCE

Provision(s) Applicable to All CLINs

| | FAR PROVISION | | TITLE | DATE |
|-----|-----------------------|--|--------------|-------------|
| M-1 | 52.217-5 | Evaluation of Options | | JUL 1990 |
| | DLAD PROVISION | | TITLE | DATE |
| M-2 | 52.219-9004 | Small Business Program Representations | | JUL 1999 |

M-3 ALL OR NONE

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

(End of Text M-3)

M-4 EVALUATION OF PROPOSALS

1. Evaluation Approach

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

A proposal is considered **acceptable for award** if it (i) addresses itself to all the essential requirements of the RFP, (ii) shows that the offeror understands all essential requirements of the RFP, and has demonstrated the 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 are not correctable, or corrective action would require essentially rewriting the proposal or require submission of an approach which would be new or almost entirely different from that previously proposed.

If, after initial evaluation of offers, an award can not be made to the best value offeror without discussions, a competitive range determination will be made by the Contracting Officer IAW FAR 15.306(c).

An "Unacceptable" rating on one or more of the Technical Factors or Small Business Program evaluation factors (Factors 1, 2, 4, 5, and 6) will render the proposal ineligible for award, or if discussions are held, the proposal may be determined 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. A rating of "Susceptible to being Made Acceptable" in any subfactor will either have an increase from Susceptible to being Made Acceptable" to at least "Acceptable" or a decrease of "Susceptible to being Made Acceptable" to "Unacceptable" at the factor level based on the revisions received during discussions. An initial rating of "Unacceptable" in the Past Performance Factor (Factor 3) will not automatically eliminate an offeror from award eligibility or the competitive range, but may be considered in making the competitive range determination if communications have been conducted pursuant to FAR 15.306(b)(1)(i). Communications "shall be held with offerors whose past performance information is the determining factor preventing them from being placed within the competitive range." If the communications are necessary, offeror(s) will be allowed to address adverse past performance information to which the offeror(s) had not had a prior opportunity to respond.

The determination of 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). If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

Those offerors whose proposal does 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. This response and revision (if required) will be marked accordingly to distinguish it as a supplement to their original proposal. 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). A common cut-off-date for submission of FPRs will be established by the PCO IAW FAR 15.307(b). In the event further discussions are required after receipt of the final proposal revisions, the PCO may reopen discussions and offerors will be required to submit another FPR. The FPR will be evaluated as to its revised technical, past performance and/or cost/pricing approach in response to the issues identified during discussions. After each round of discussions and the FPR, the appropriate evaluation committee will perform an evaluation of the responses. Final factor and subfactor ratings will be based upon the evaluation of the FPR.

A proposal will be determined "Unacceptable" for award if any of the technical or Small Business Program Evaluation Factors (Factors 1, 2, 4, 5, and 6) are rated as "Unacceptable" following evaluation of FPRs.

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.

The PCO will promptly notify offerors when their proposals are excluded from the competitive range, whereupon they may request and receive a debriefing IAW FAR 15.505. The PCO will notify unsuccessful offerors in the competitive range of the source selection decision IAW FAR 15.506. Upon such notification, unsuccessful offerors may request and receive a debriefing. Offerors requesting a debriefing must make their request IAW the requirements of FAR 15.505 or 15.506, as applicable.

2. Basis for Contract Award.

The award of a contract as a result of this solicitation will be 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. 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 and other factors considered.

3. Evaluation Factors

The Government will evaluate proposals based on the following six (6) factors, listed here in descending order of importance:

Factor 1: Management Capability
Subfactor (a): Distribution Management
Subfactor (b): Resourcing
Subfactor (c): Plans
All Management Capability subfactors are of equal importance.

Factor 2: Mission Capability
Subfactor (a): Operations
Subfactor (b): Equipment
Subfactor (a) is more important than subfactor (b) for the Mission Capability factor.

Factor 3: Past Performance Record

Factor 4: Utilization of Small Business Concerns
Subfactor (a): Planned Utilization
Subfactor (b): Past Utilization
All Utilization of Past Performance Record subfactors are of equal importance.

Factor 5: Defense Logistic Agency Mentoring Business Agreement (DLA MBA)

Factor 6: AbilityOne Program (formerly Javits-Wagner O' Day Program)

All evaluation factors (1 through 6) are significantly more important than cost/price, individually and when combined.

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. As a result of the trade-off, award may be made 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 non-responsive.

FACTOR 1: MANAGEMENT CAPABILITY

The Management Capability Factor has three (3) subfactors: Distribution Management, Resourcing and Plans. All three (3) subfactors under this factor are weighted equally. Upon consideration of all of the information contained in this factor, the Government evaluation team will determine a Merit Rating for each subfactor of Exceptional, Highly Acceptable, Acceptable, Susceptible to Being Made Acceptable, or Unacceptable. Subfactors shall only receive merit ratings. Following the determination of the final merit ratings for each subfactor, the Government evaluation team will determine the overall Merit Rating at the factor

level of Exceptional, Highly Acceptable, Acceptable, Susceptible to Being Made Acceptable, or Unacceptable, and a Risk Rating at the factor level of Low, Moderate, or High.

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 Resourcing Workload Fluctuations and interfacing with Corporate Level Management and Dependencies.

SUBFACTOR b: RESOURCING -

The offeror's proposal will be evaluated on how well the proposed technical approach demonstrates 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 offeror's 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 2: MISSION CAPABILITY

The Mission Capability Factor has two (2) subfactors, Operations and Equipment. The Operations subfactor is considered more important than the Equipment subfactor. Upon consideration of all of the information contained in this factor, the Government evaluation team will determine a Technical Merit Rating for each subfactor of Exceptional, Highly Acceptable, Acceptable, Susceptible to Being Made Acceptable, or Unacceptable. Subfactors shall only receive merit ratings. Following the determination of the final merit ratings for each subfactor, the Government evaluation team will determine the overall Merit Rating at the factor level of Exceptional, Highly Acceptable, Acceptable, Susceptible to Being Made Acceptable, or Unacceptable and a Risk Rating at the factor level of Low, Moderate, or High.

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.

FACTOR 3: 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.

FACTOR 4: SMALL BUSINESS UTILIZATION

Upon consideration of all of the information contained in this Factor, the Government evaluation team will determine a Merit Technical Rating of Exceptional, Highly Acceptable, Acceptable, Susceptible to Being Made Acceptable, or Unacceptable and a Risk Rating of Low, Moderate, or High at the Factor Level. The Risk Rating will be based solely on Subfactor 1, Planned Utilization.

SUBFACTOR a: PLANNED UTILIZATION - Each offeror's plan for utilization of small business (Subcontracting Plans for large businesses OR Socioeconomic Plans for small businesses) will be evaluated based on the extent they provide maximum practical opportunities for small business. The Government will evaluate the offeror's proposal for small business participation on a comparative basis among all offerors, rather than via establishment of an "acceptable" standard. Offerors with a higher percentage, complexity level, and variety of participation among the proposed small business entities will generally receive a higher rating for this factor. Offerors are advised that a proposal will not be considered deficient because the Plan does not meet the statutory goals. Rather, the Government will evaluate the offeror's rationale/justification for why these goals cannot be achieved.

SUBFACTOR b: PAST UTILIZATION - LARGE BUSINESS OFFERORS will be evaluated based on a review of SF 294 and 295 for past conformance to proposed goals. Large Business Offerors will be receive only a Merit Rating (Exceptional, Highly Acceptable, Acceptable, Susceptible to Being Made Acceptable, or Unacceptable.) on the basis of how they followed their plan for past awarded contracts.

Given there is no submittal requirement under this Subfactor for SMALL BUSINESS OFFERORS, they will not be rated in this Subfactor.

FACTOR 5: DLA MBA PROGRAM

All offers received from both large and small business shall be evaluated on the extent to which they intend to comply with the DLA MBA Program in accordance with DLAD Subpart 15.304(c)(4). The Government will evaluate the offeror's proposal for participation in the DLA MBA Program on a comparative basis among all offerors, rather than via establishment of an "acceptable" standard. Each offeror will receive a Merit Technical Rating (Exceptional, Highly Acceptable, Acceptable, Susceptible to Being Made Acceptable, or Unacceptable) and a Risk Rating (Low, Moderate, High). The offeror who proposes the most comprehensive plan for tutoring a protégé will receive the highest rating for this evaluation factor during the source selection process. The evaluation will assess the offeror's willingness to assist such entities in receiving better market shares, improving their processes, and generally contributing to their viability under long-term contracting arrangements.

FACTOR 6: ABILITYONE PROGRAM

All offers received from both large and small business shall be evaluated on a comparative basis between all offerors based on the degree that they intend to comply with the requirements for AbilityOne Program in accordance with DLAD 52.215-9004. Each offeror will receive a Merit Technical Rating (Exceptional, Highly Acceptable, Acceptable, Susceptible to Being Made Acceptable, or Unacceptable) and a Risk Rating

(Low, Moderate, High). An offeror that proposes or demonstrates a higher percentage, complexity level, and variety of participation by AbilityOne Program qualified nonprofit agencies for the blind or other severely disabled as subcontractors (beyond those items for which AbilityOne Program entities are the mandatory source) generally will receive a higher rating on this factor.

4. Price 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. If the Offeror can not prove it possesses such system, **the offer will not be eligible for award, nor will it be eligible for inclusion the competitive range if it is determined to be in the best interest of the Government to hold discussions.**

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.

Although cost or price 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, when combined, are significantly more important than cost or price, the degree of importance of the cost or price 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's pricing to determine the most probable cost the Government would expect to pay for performance of the contract. This assessment will determine if the offeror's pricing is: 1) reasonable; 2) realistic for the work to be performed; 3) reflects a clear understanding of the requirements; and 4) is consistent with the various elements of the offeror's technical approach.

The Government will perform the realism analysis on all CLINs. Fixed-Price-Incentive Firm Target (FPIF) and Firm Fixed Price (FFP) CLINs will not be adjusted for realism, but will receive a risk rating of High, Medium or Low based on the results of the realism analysis for those CLINs. The Government will arrive at a Total Evaluated Contract cost by adding the Offeror's FPIF and FFP amounts plus the evaluated ceiling price for the Cost Reimbursement, inclusive of G&A, and Time and Material CLINs for the basic and option years.

a) Evaluation of CLINs 0001, 0002, 1002, 2002, 3002, 4002, 0003, 1003, 2003, 3003 and 4003 (FPIF and FFP CLINs):

The Government will assess the proposed costs on a realism basis, considering the offeror's proposed Hours, Support Costs, Profit/Fee, Direct and Indirect rates. The Government will utilize rate information received from DCAA to assist with the evaluation. The results of the realism analysis will be utilized to develop a risk rating for the Offeror of High, Medium or Low. For the FPIF CLINs, the rating will be determined by comparing the delta of the Offerors Target Cost vs. the most probable cost the Government determined in its realism analysis. For the FFP CLINs, the rating will be determined by comparing the delta of the Offeror's Firm Fixed Price vs. the most probable price the Government determined in its realism analysis.

b) Evaluation of CLINs 0004, 1004, 2004, 3004, 4004, 0005, 1005, 2005, 3005, 4005, 0006, 1006, 2006, 3006, 4006, 0007, 1007, 2007, 3007, and 4007 (Cost Reimbursement CLINs):

The Government has provided an estimated cost for these CLINs. As stated in Section L, Offerors shall apply their G&A or Material Handling Rate to the Government provided Estimated Cost to arrive at the proposed 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 total evaluated price for these CLINs will equal the Government provided Estimated Cost plus the Offerors' G&A or Material Handling costs, adjusted for realism if necessary.

c) Evaluation of CLINs 0008, 1008, 2008, 3008, and 4008 (Time-&-Material CLINs):

The Government will assess the proposed fully burdened rates on a realism basis. The Government will utilize rate information received from DCAA to assist with the evaluation. If the proposed rates are not consistent with DCAA information for that offeror, the proposed rates may be adjusted for realism when applied for evaluation purposes.

The Government has provided hours for each SubCLIN. As stated in Section L, Offerors shall apply their fully burdened rates to these hours to develop a Total Not-to-Exceed (NTE) for the base and each option year. The Government will derive its evaluated cost for each SubCLIN by multiplying the Government provided hours by the offeror's rates, adjusted for realism if necessary. The total evaluated Not-to-Exceed price for these CLINs will equal the sum of all SubCLIN evaluated prices.

The hours provided by the Government are notional hours, estimated using historical data. The hours shall be used for evaluation purposes. However, Offerors are advised that neither the total number of hours nor the specific mix of hours per labor category are guaranteed under contract performance. See Section H-08 and H-09 for a detailed description of contract performance under CLINs X008.

(End of Text M-4)