

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	PART I - THE SCHEDULE				
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
	BASE PERIOD - YEAR 1 CLIN 0001: 1 JAN 2010 THRU 31 MARCH 2010 CLINs 0002 - 0009: 1 APRIL 2010 THRU 31 DECEMBER 2010				
0001	Firm Fixed Price (Applicable to CLIN 0001) Phase-In Period (C-1.7)	3	Months	\$ _____	\$ _____
0002	Fixed Price Incentive Firm (Applicable to CLIN 0002) Services to Perform Distribution Operations (Unless specifically identified separately in another CLIN, this CLIN encompasses PWS Sections C-1 through C-7) Target Cost Target Profit (____% of Target Cost) Total Target Price Ceiling Price (120% of Target Cost) Share Formula: Government/Contractor Over & Under Target (%) 80/20	9	Months		\$ _____ \$ _____ \$ _____ \$ _____
0003	Firm Fixed Price (Applicable to CLIN 0003) Preventative Equipment Maintenance (C-4.5)	9	Months	\$ _____	\$ _____
0004	Cost Reimbursement (Applicable to CLINs 0004, 0005, 0006, & 0007) Unscheduled Equipment Repair (C-4.5.3) & Equipment Replacement EST. Cost G&A or Material Handling Rate _____% Ceiling Price	1	LOT		\$ _____ \$ _____ <u>\$ 88,300.00</u>
0005	Equipment Replacement Costs for CLINs 0002 and 0004 EST. Cost G&A or Material Handling Rate _____% Ceiling Price	1	LOT		\$ _____ \$ _____ <u>\$ 0.00</u>
0006	Material Support Costs for CLINs 0002, 0004 & 0008 EST. Cost G&A or Material Handling Rate _____% Ceiling Price	1	LOT		\$ _____ \$ _____ <u>\$878,000.00</u>
0007	Travel / Training Conference (C-3.5, 4.6, and 5.12) EST. Cost G&A _____% Ceiling Price	1	LOT		\$ _____ \$ _____ <u>\$ 20,000.00</u>

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Time and Materials (Applicable to CLIN 0008)					
0008	Special Projects (C-5.11):				
0008AA	Material Handling Laborer (C-5.11(B)(1)(a))	700	HRS	\$ _____ per hour	\$ _____
0008AB	Forklift Operator (C-5.11(B)(1)(b))	700	HRS	\$ _____ per hour	\$ _____
0008AC	Warehouse Specialist (C-5.11(B)(1)(c))	3600	HRS	\$ _____ per hour	\$ _____
0008AD	Supply Technician (C-5.11(B)(1)(d))	700	HRS	\$ _____ per hour	\$ _____
0008AE	Woodworker (C-5.11(B)(2)(a))	700	HRS	\$ _____ per hour	\$ _____
0008AG	Material Coordinator (C-5.11(B)(2)(c))	700	HRS	\$ _____ per hour	\$ _____
0009	Reports (C-6.6)	1	LOT		NSP
TOTAL CEILING - BASE PERIOD					\$ _____
PREVIOUS EDITION USABLE	36-109			STANDARD FORM 36 (REV. 10-83)	
				Prescribed by GSA	
				FAR (48 CFR) 53.111	

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	OPTION PERIOD ONE EFFECTIVE 1 JANUARY 2011 THRU 31 DECEMBER 2011				
1002	Fixed Price Incentive Firm (Applicable to CLIN 1002) Services to Perform Distribution Operations (Unless specifically identified separately in another CLIN, this CLIN encompasses PWS Sections C-1 through C-7) Target Cost Target Profit (___% of Target Cost) Total Target Price Ceiling Price (120% of Target Cost) Share Formula: Government/Contractor Over & Under Target (%) 80/20	12	Months		\$ _____ \$ _____ \$ _____ \$ _____
1003	Firm Fixed Price (Applicable to CLIN 1003) Preventative Equipment Maintenance (C-4.5)	12	Months	\$ _____	\$ _____
	Cost Reimbursement (Applicable to CLINs 1004, 1005, 1006 & 0007)				
1004	Unscheduled Equipment Maintenance (C-4.5.3) & Equipment Replacement EST. Cost G&A or Material Handling Rate _____% Ceiling Price	1	LOT		\$ _____ \$ _____ <u>\$ 126,300.00</u>
1005	Equipment Replacement Costs for CLINs 1002 and 1004 EST. Cost G&A or Material Handling Rate _____% Ceiling Price	1	LOT		\$ _____ \$ _____ <u>\$ 142,000.00</u>
1006	Material Support Costs for CLINs 1002, 1004 & 1008 EST. Cost G&A or Material Handling Rate _____% Ceiling Price	1	LOT		\$ _____ \$ _____ <u>\$1,188,000.00</u>
1007	Travel / Training Conference (C-3.5, 4.6, and 5.12) EST. Cost G&A or Material Handling Rate _____% Ceiling Price	1	LOT		\$ _____ \$ _____ <u>\$ 45,000.00</u>

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1008	Time and Materials (Applicable to CLIN 1008)				
	Special Projects (C-5.11):				
1008AA	Material Handling Laborer (C-5.11(B)(1)(a))	700	HRS	\$ ____ per hour	\$ _____
1008AB	Forklift Operator (C-5.11(B)(1)(b))	700	HRS	\$ ____ per hour	\$ _____
1008AC	Warehouse Specialist (C-5.11(B)(1)(c))	3600	HRS	\$ ____ per hour	\$ _____
1008AD	Supply Technician (C-5.11(B)(1)(d))	700	HRS	\$ ____ per hour	\$ _____
1008AE	Woodworker (C-5.11(B)(2)(a))	700	HRS	\$ ____ per hour	\$ _____
1008AG	Material Coordinator (C-5.11(B)(2)(c))	700	HRS	\$ ____ per hour	\$ _____
1009	Reports (C-6.6)	1	LOT		____ NSP _____
TOTAL CEILING PRICE - OPTION PERIOD ONE					\$ _____
PREVIOUS EDITION USABLE	36-109			STANDARD FORM 36 (REV.10-83) Prescribed by GSA FAR (48 CFR) 53.111	

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	OPTION PERIOD TWO EFFECTIVE 1 JANUARY 2012 THROUGH 31 DECEMBER 2012				
2002	Fixed Price Incentive Firm (Applicable to CLIN 2002) Services to Perform Distribution Operations (Unless specifically identified separately in another CLIN, this CLIN encompasses PWS Sections C-1 through C-7) Target Cost Target Profit (___% of Target Cost) Total Target Price Ceiling Price (120% of Target Cost) Share Formula: Government/Contractor Over & Under Target (%) 80/20	12	Months		\$ _____ \$ _____ \$ _____ \$ _____
2003	Firm Fixed Price (Applicable to CLIN 2003) Preventative Equipment Maintenance (C-4.5)	12	Months	\$ _____	\$ _____
2004	Cost Reimbursement (Applicable to CLINs 2004, 2005, 2006 & 2007) Unscheduled Equipment Repair (C-4.5.3) & Equipment Replacement EST. Cost G&A or Material Handling Rate _____% Ceiling Price	1	LOT		\$ _____ \$ _____ <u>\$ 131,000.00</u>
2005	Equipment Replacement Costs for CLINs 2002 & 2004 EST. Cost G&A or Material Handling Rate _____% Ceiling Price	1	LOT		\$ _____ \$ _____ <u>\$ 246,000.00</u>
2006	Material Support Costs for CLINs 2002, 2004 & 2008 EST. Cost G&A or Material Handling Rate _____% Ceiling Price	1	LOT		\$ _____ \$ _____ <u>\$1,202,000.00</u>
2007	Travel / Training Conference (C-3.5, 4.6, and 5.12) EST. Cost G&A or Material Handling Rate _____% Ceiling Price	1	LOT		\$ _____ \$ _____ <u>\$ 45,000.00</u>

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2008	Time and Materials (Applicable to CLIN 2008)				
	Special Projects (C-5.11):				
2008AA	Material Handling Laborer (C-5.11(B)(1)(a))	700	HRS	\$ _____ per hour	\$ _____
2008AB	Forklift Operator (C-5.11(B)(1)(b))	700	HRS	\$ _____ per hour	\$ _____
2008AC	Warehouse Specialist (C-5.11(B)(1)(c))	3600	HRS	\$ _____ per hour	\$ _____
2008AD	Supply Technician (C-5.11(B)(1)(d))	700	HRS	\$ _____ per hour	\$ _____
2008AE	Woodworker (C-5.11(B)(2)(a))	700	HRS	\$ _____ per hour	\$ _____
2008AG	Material Coordinator (C-5.11(B)(2)(c))	700	HRS	\$ _____ per hour	\$ _____
2009	Reports (C-6.6)	1	LOT		NSP
	TOTAL CEILING PRICE - OPTION PERIOD TWO				\$ _____

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
SP3100-09-R-0010

PAGE
B-7

Page 8 of 86

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	OPTION PERIOD THREE EFFECTIVE 1 JANUARY 2013 THRU 31 DECEMBER 2013				
3002	Fixed Price Incentive Firm (Applicable to CLIN 3002) Services to Perform Distribution Operations (Unless specifically identified separately in another CLIN, this CLIN encompasses PWS Sections C-1 through C-7) Target Cost Target Profit (___% of Target Cost) Total Target Price Ceiling Price (120% of Target Cost) Share Formula: Government/Contractor Over & Under Target (%) 80/20	12	Months		\$ _____ \$ _____ \$ _____ \$ _____
3003	Firm Fixed Price (Applicable to CLIN 3003) Preventative Equipment Maintenance (C-4.5)	12	Months	\$ _____	\$ _____
3004	Cost Reimbursement (Applicable to CLINs 3004, 3005, 3006 & 3007) Unscheduled Equipment Repair (C-4.5.3) & Equipment Replacement EST. Cost G&A or Material Handling Rate _____%				\$ _____ \$ _____
	Ceiling Price	1	LOT		<u>\$ 136,000.00</u>
3005	Equipment Replacement Costs for CLINs 3002 & 3004 EST. Cost G&A or Material Handling Rate _____%				\$ _____ \$ _____
	Ceiling Price	1	LOT		<u>\$ 172,000.00</u>
3006	Material Support Costs for CLINs 3002, 3004 & 3008 EST. Cost G&A or Material Handling Rate _____%				\$ _____ \$ _____
	Ceiling Price	1	LOT		<u>\$1,210,000.00</u>
3007	Travel / Training Conference (C-3.5, 4.6, and 5.12) EST. Cost G&A or Material Handling Rate _____%				\$ _____ \$ _____
	Ceiling Price	1	LOT		<u>\$ 50,000.00</u>

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
SP3100-09-R-0010

PAGE
B-8

Page 9 of 86

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3008	Time and Materials (Applicable to CLIN 3008)				
	Special Projects (C-5.11):				
3008AA	Material Handling Laborer (C-5.11(B)(1)(a))	700	HRS	\$_____ per hour	\$_____
3008AB	Forklift Operator (C-5.11(B)(1)(b))	700	HRS	\$_____ per hour	\$_____
3008AC	Warehouse Specialist (C-5.11(B)(1)(c))	3600	HRS	\$_____ per hour	\$_____
3008AD	Supply Technician (C-5.11(B)(1)(d))	700	HRS	\$_____ per hour	\$_____
3008AE	Woodworker (C-5.11(B)(2)(a))	700	HRS	\$_____ per hour	\$_____
3008AG	Material Coordinator (C-5.11(B)(2)(c))	700	HRS	\$_____ per hour	\$_____
3009	Reports (C-6.6)	1	LOT		<u>NSP</u>
TOTAL ESTIMATED PRICE - OPTION PERIOD THREE					\$_____
PREVIOUS EDITION USABLE	36-109			STANDARD FORM 36 (REV.10-83) Prescribed by GSA FAR (48 CFR) 53.111	

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	OPTION PERIOD FOUR EFFECTIVE 1 JANUARY 2014 THRU 31 JANUARY 2014				
4002	Fixed Price Incentive Firm (Applicable to CLIN 4002) Services to Perform Distribution Operations (Unless specifically identified separately in another CLIN, this CLIN encompasses PWS Sections C-1 through C-7) Target Cost Target Profit (___% of Target Cost) Total Target Price Ceiling Price (120% of Target Cost) Share Formula: Government/Contractor Over & Under Target (%) 80/20	12	Months		\$ _____ \$ _____ \$ _____ \$ _____
2003	Firm Fixed Price (Applicable to CLIN 4003) Preventative Equipment Maintenance (C-4.5)	12	Months	\$ _____	\$ _____
4004	Cost Reimbursement (Applicable to CLINs 4004, 4005, 4006 & 4007) Unscheduled Equipment Repair (C-4.5.3) & Equipment Replacement EST. Cost G&A or Material Handling Rate _____% Ceiling Price	1	LOT		\$ _____ \$ _____ <u>\$ 142,000.00</u>
4005	Equipment Replacement Costs for CLINs 4002 & 4004 EST. Cost G&A or Material Handling Rate _____% Ceiling Price	1	LOT		\$ _____ \$ _____ <u>\$ 130,000.00</u>
4006	Material Support Costs for CLINs 4002, 4004 & 4008 EST. Cost G&A or Material Handling Rate _____% Ceiling Price	1	LOT		\$ _____ \$ _____ <u>\$1,241,000.00</u>
4007	Travel / Training Conference (C-3.5, 4.6, and 5.12) EST. Cost G&A or Material Handling Rate _____% Ceiling Price	1	LOT		\$ _____ \$ _____ <u>\$ 50,000.00</u>
PREVIOUS EDITION USABLE	36-109				STANDARD FORM 36 (REV.10-83) Prescribed by GSA FAR (48 CFR) 53.111

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
SP3100-09-R-0018

PAGE
B-10

Page 11 of 86

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4008	Time and Materials (Applicable to CLIN 3008)				
	Special Projects (C-5.11):				
4008AA	Material Handling Laborer (C-5.11(B)(1)(a))	700	HRS	\$_____ per hour	\$_____
4008AB	Forklift Operator (C-5.11(B)(1)(b))	700	HRS	\$_____ per hou	\$_____
4008AC	Warehouse Specialist (C-5.11(B)(1)(c))	3600	HRS	\$_____ per hour	\$_____
4008AD	Supply Technician (C-5.11(B)(1)(d))	700	HRS	\$_____ per hour	\$_____
4008AE	Woodworker (C-5.11(B)(2)(a))	700	HRS	\$_____ per hour	\$_____
4008AG	Material Coordinator (C-5.11(B)(2)(c))	700	HRS	\$_____ per hour	\$_____
4009	Reports (C-6.6)	1	LOT		NSP
	TOTAL CEILING PRICE- OPTION PERIOD FOUR				\$_____
	TOTAL CEILING PRICE FOR BASE AND OPTIONS				\$_____
PREVIOUS	EDITION USABLE	36-109		STANDARD FORM 36 (REV.10-83)	Prescribed by GSA
				FAR (48 CFR) 53.111	

SECTION B INSTRUCTIONS

This is a Fixed Price Incentive Firm (FPIF) Target Fee hybrid type contract, with four (4) one (1) year options for the acquisition of warehouse and distribution services at the Defense Distribution Center Jacksonville, FL (DDJF).

FIRM FIXED PRICE ARRANGEMENT – CLINs 0001, X003: Shall be paid on firm-fixed price per month basis. Shall be invoiced in accordance with SECTION G, G.03 INVOICING INSTRUCTIONS.

FIXED PRICE INCENTIVE FIRM TARGET FEE PRICING ARRANGEMENT - CLINs X002: Shall be invoiced in accordance with SECTION G, G.03 INVOICING INSTRUCTIONS. Also, see SECTION I, FAR 52.216-16 -- Incentive Price Revision -- Firm Target (Oct 1997) Alternate I (Apr 1984).

Solicitation Instructions: Offeror shall insert Target Cost, Target Profit, and Total Target Price and complete the Ceiling Price based upon Government provided percentages.

COST REIMBURSEMENT PRICING ARRANGEMENT - CLINs X004, X005, X006, X007: The Contractor shall be reimbursed for actual cost and G&A **or** Material Handling only. No fee shall be applied. Shall be invoiced in accordance with SECTION G, G.03 INVOICING INSTRUCTIONS.

CLIN 0005 only: the Government does not anticipate Equipment Replacement costs for the base contract period. However, Offerors shall enter their G&A or Material Handling Rate for CLIN 0005.

Solicitation Instructions:

The Government has provided the Ceiling Price in the spreadsheets in Section L. Offerors shall subtract their G&A **or** Material Handling Rate from the Ceiling Price to determine the estimated cost for these CLINs. The offeror shall enter the Estimated Cost, G&A or Material Handling Rate and the calculated amount in Section B. No fee shall be applied.

TIME AND MATERIAL PRICING ARRANGEMENT – CLINs X008: Shall be invoiced in accordance with SECTION G, G.03 INVOICING INSTRUCTIONS.

Solicitation Instructions: Offeror shall insert hourly rates for each SubCLIN utilizing position descriptions and potential work as detailed in Section C-5.11. Hourly rates must match those detailed on cost proposal spreadsheets developed in response to Section L requirements. Offerors shall insert the amount of the proposed rate multiplied by the Government provided hours in the column entitled “Amount”. Offerors shall sum all SubCLINs to arrive at the Ceiling Price amount. This amount shall be entered in the “Amount” column.

CLINs X009: Reporting requirements. Not Separately Priced (NSP).

Solicitation Instructions: Offeror shall enter Total Ceiling Price for Base and each Option year.

END OF SECTION B

SECTION C – DESCRIPTION/SPECS/WORK STATEMENT

See Section J – List of Attachments, Attachment J.3, Section C – Performance Work Statement (PWS).

END OF SECTION C

SECTION D – PACKAGING AND MARKING

No Applicable Clauses

END OF SECTION D

SECTION E - INSPECTION AND ACCEPTANCE

CLAUSE(S) INCORPORATED BY REFERENCE

Clause(s) Applicable to Firm-Fixed-Price CLINs (0001, X002, and X003)

	FAR CLAUSE	TITLE	DATE
E-1	52.246-4	Inspection of Services – Fixed Price	AUG 1996

Clause(s) Applicable to Cost Reimbursement CLINs (X004, X005, X006 and X007)

	FAR CLAUSE	TITLE	DATE
E-2	52.246-5	Inspection of Services – Cost-Reimbursement	APR 1984

Clause(s) Applicable to Time and Material CLINs (X008)

	FAR CLAUSE	TITLE	DATE
E-3	52.246-6	Inspection of Services – Time-and Material and Labor Hour	MAY 2001

Clause(s) Applicable to All CLINs

	DFARS CLAUSE	TITLE	DATE
E-4	252.246-7000	Material Inspection And Receiving Report	MAR 2008

CLAUSE(S) INCORPORATED BY FULL TEXT

Clause(s) Applicable to all CLINS

E-5 DDC 52.246-9W43 -- Quality/Performance Evaluation (AUG 2008)

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

When the Contractor's performance fails to meet a contract requirement, such as an Acceptable Performance Level (APL), and is clearly the fault of the Contractor, the COR will prepare a Contract Discrepancy Report (CDR) and forward it to the KO to issue to the Contractor. In response to the CDR, the Contractor shall explain within seven (7) working days, in writing, why performance was unacceptable, how performance will be returned to acceptable levels and how recurrence of the problem will be prevented in the future. The KO will evaluate the Contractor's response and determine the appropriate action.

(End of Clause)

END OF SECTION E

SECTION F - DELIVERIES OR PERFORMANCE

CLAUSE(S) INCORPORATED BY REFERENCE

Clause(s) Applicable to All CLINs

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

F-4 Period of Performance

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

1. Base Period – Transition period 1 January 2010 thru 31 March 2010, Full Performance Period 1 April 2010 thru 31 December 2010.
2. Option Period One – If exercised, 1 January 2011 thru 31 December 2011.
3. Option Period Two – If exercised, 1 January 2012 thru 31 December 2012.
4. Option Period Three – If exercised, 1 January 2013 thru 31 December 2013.
5. Option Period Four – If exercised, 1 January 2014 thru 31 December 2014.
(End of Text F-4)

END OF SECTION F

SECTION G - CONTRACT ADMINISTRATION DATA

ACCOUNTING AND APPROPRIATION DATA

Period of Performance	Accounting Line	BOSS Financial Document Number	Dollar Amount
Base Year	To be inserted at time of award	To be inserted at time of award	To be inserted at time of award

CLAUSE(S) INCORPORATED BY REFERENCE

Clause(s) Applicable to All CLINs

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

CLAUSE(S) INCORPORATED BY FULL TEXT

Clause(s) Applicable to All CLINs

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

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

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

(End of Clause)

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

This contract/order will be paid by DFAS.

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

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

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

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

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

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

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

Check payment status on the web at www.dod.mil/dfas under "Money Matters."
(End of Clause)

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

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

(b) Firm Fixed Price CLINs 0001 and X003 shall be paid at the unit price on a monthly basis.

(c) Fixed Price Incentive Firm (FPIF) Target Fee CLINs X002 shall be paid at the unit price of the Total Target Price on a monthly basis. The Contractor shall submit a monthly report as identified in C-6.6.1, Monthly Reports, Report Number 005, CLIN X002 Monthly Report. At the end of the performance period, the Government and Contractor shall negotiate the Total Target Price in accordance with SECTION I, FAR 52.216-16 -- Incentive Price Revision -- Firm Target (Oct 1997) and Alternate I (Apr 1984).

(d) Reimbursement requests for Labor Costs under CLINs X004, X005, and X008 shall be fully documented with Contractor payroll records showing name, labor category, labor rate, and hours worked or evidence of payments to subcontractors to support the hours claimed for the Labor CLINs using the report format in Section C-6.6.1, Monthly Reports, Report Number 006, CLIN X004, X005, and X008 Monthly Report.

(e) Reimbursement requests for material support costs under CLINs X006 shall be completely separated using the report format in Section C-6.6.1, Monthly Reports, Report Number 007, CLINs X006 and X007 Monthly Report. Documentation shall be provided which fully supports the amount claimed for payment IAW FAR 31.205 such as paid receipts for materials purchased, copies of quotes obtained, etc. The Government will reimburse the Contractor for actual costs. The Contractor may include General and Administrative (G&A) or Material Handling expense IAW the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR.

(f) Reimbursement requests for travel/training under CLINs X007 shall be completely separated according to CLIN using the report format in Section C-6.6.1, Monthly Reports, Report Number 007, CLIN X006 and X007 Monthly Report. Documentation shall be provided which fully supports the amount claimed for payment IAW FAR 31.205 such as paid receipts for travel costs, detailed per diem statements IAW the Joint Travel Regulations, etc. The Government will reimburse the Contractor for actual costs. The Contractor may include General and Administrative (G&A) expense IAW the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR.

(g) Two (2) copies of each invoice shall be forwarded to the COR for certification and one (1) copy of each invoice shall be forwarded to the Contract Specialist administering the contract for the contract file. The COR will be responsible to indicate the date received and the date accepted, and process within five (5) working days. Upon acceptance/approval, the COR will forward to the

appropriate Defense Contract Audit Agency, (DCAA) for review and approval. Upon acceptance/approval, DCAA shall forward the invoice to the appropriate Defense Finance and Accounting Services (DFAS) office as indicated on the Standard Form 33 of the contract for payment and will also forward an information copy to the DDC Contract Specialist.

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

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

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

5. Description of work.

6. A certificate of performance, stating:

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

Contractor’s Authorized Representative

Date

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

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

(COR Signature)

(Date)

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

(End of Clause)

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

Travel Costs

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

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

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

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

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

Substantiation of Costs: The Contractor shall submit a summary by trip of actual costs incurred for authorized travel. In no event will reimbursement exceed the published rates of common carriers unless justified and approved in advance by the Contracting Officer.

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

Per Diem

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

Cost of Materials

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

Credits

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

(End of Clause)

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

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

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

- (i) If no comments are received; close the CPAR by the Assessing Official Rep and Reviewing Official
- (ii) If the Contractor concurs with the assessment; accept/update and close the CPAR and forward comments to all reviewers
- (iii) If Contractor does not concur with the assessment, coordinate a final response with Reviewing Official, Assessing Official Representative, and Assessing Official.
- (iv) Enter the final government response and close CPARS.

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

The official responsible for the corporate operating unit being assessed can submit a written request to receive a copy of the completed CPARS assessment. The assessment is not subject to the Disputes clause of the contract, nor is it subject to appeal beyond the review and comment procedures described above and in the CPARS Guide. Refer to <http://www.cpars.csd.disa.mil/> for details and additional information related to CPARS, CPARS user access (which includes obtaining a PKI certificate), how contract performance assessments are conducted, and how contractors participate.

(End of Clause)

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

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

(End of Clause)

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

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

Procuring Contracting Officer (PCO):
Name: Margaret K. Ross
Address: Defense Distribution Center
2001 Mission Drive, Bldg 404
DDC-J7 AB
New Cumberland, PA 17070-5000

Code: DDC-J7 AB
Phone: (717)770-6611

Paying Office:

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

Primary Contracting Officer's Representative (COR):

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

Alternate Contracting Officer's Representative (ACOR):

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

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

- (1) Designates the COR. NOTE: COR authority is not redelegable.
- (2) Provide administrative changes to the contract administration plan.
- (3) Maintains the official contract file, ensuring contract ceiling is not exceeded.
- (4) Issues technical instructions, ensuring that each technical instruction is within the scope of the contract.

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

(c) Contracting Officer's Representative (COR) should be contacted for inquiries/information pertaining to the following functions:

- (1) The COR will act as the Contracting Officer's Representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not a Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the contract (or modifications).
- (2) Technical advice regarding estimated level of effort and labor mix and/or the cost and need for materials, travel, equipment, etc. for each delivery order and any modifications.
- (3) Reports on the contractor's performance and lessons learned.
- (4) Certification of the Certificate of Performance/invoice.
- (5) Inspection and/or acceptance of the services/deliverables as the official Government representative.

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

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

(End of Clause)

END OF SECTION G

SECTION H - SPECIAL CONTRACT REQUIREMENTS

CLAUSE(S) INCORPORATED BY FULL TEXT

Clause(s) Applicable to All CLINs

H-1 DLAD 52.215-9006 AbilityOne, Entity Support- Contractor Reporting (DEC 1997)

The contractor shall submit periodic progress reports (no less frequently than annually) to the contracting officer regarding the contractor's subcontracting efforts relative to "ABILITYONE" entities. There is no standard or prescribed format for this requirement; however, performance data accumulated and reported by the contractor must be as specified in its offer.

(End of clause)

H-2 DLAD 52.219-9003 DLA Mentoring Business Agreements (MBA) Performance. (DEC 1997)

(a) The contractor's proposed MBA plan shall become part of this contract upon award. The contractor is hereby obligated, as part of its contractual undertaking, to enter into a written, binding mentoring business agreement with a protege based on and reflective of this plan. Performance under the MBA plan shall be evaluated by the contracting officer, and may become a consideration prior to option exercise for the follow-on years of long-term contracts. MBA plan implementation may also become an independent evaluation factor and/or part of the overall past performance evaluation factor in future source-selection decisions.

(b) The contractor-mentor and its protege(s) shall meet semi-annually with the DLA contracting officer and the small business specialist(s) from the buying activity and/or the DCMA component to review progress/accomplishments under applicable MBA proposals. The contractor is also required to submit periodic progress reports (no less frequently than annually) to the contracting officer regarding proposal fulfillment. Any MBA with a protege that has voluntarily been submitted to the Government shall be compared by the contracting officer to the contractor's proposed plan, hereby incorporated into this contract, to ensure that it adequately reflects the mentor's obligations expressed therein.

(End of clause)

H-3 DLAD 52.237-9001 -- Contractor Personnel Changes and Key Personnel Requirements (APR 2008)

1. Contractor Personnel Changes:

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

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

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

- (1) employees removed as a result of cancellation or completion of the contract,
- (2) employees replaced due to death or incapacitating illness or injury,

(3) or employees removed or replaced at the Government's request.

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

2. Key Personnel Requirements:

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

1) If one or more of the key personnel, for any reason, becomes or is expected to become unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall, subject to the concurrence of the Contracting Officer or an authorized representative, promptly replace personnel with personnel of equal ability and qualifications.

2) All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. The request must contain a resume for the proposed substitute, and any other information requested by the Contracting Officer. The Contracting Officer shall promptly notify the contractor of approval or disapproval in writing.

(b) If the Contracting Officer determines that suitable and timely replacement of Key Personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair successful completion of the contract, the Contracting Officer may terminate the contract for default or for the convenience of the Government, as appropriate, or make an equitable adjustment to the contract to compensate the Government for any resultant delay, loss or damage.

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

Site Manager and Alternate Site Manager

(End of Clause)

H-4 DDC 52.206-9W27 -- Competition in Supplies (AUG 2008)

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

(End of Clause)

H-5 DDC 52.216-9W28 -- Accounting System (AUG 2008)

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

(End of Clause)

H-6 DDC 52.237-9W34 -- Hiring (AUG 2008)

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

(End of Clause)

H-7 DDC 52.237-9W35 -- Substitution or Addition of Key Personnel (AUG 2008)

(a) Key Personnel assigned to or utilized by the Contractor in the performance of this contract shall, as a minimum, meet the experience, education or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable and professional manner. Key Personnel categories for this contract are a Site Manager and an Alternate Site Manger.

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

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

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

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

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

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

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

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

(End of Clause)

H-8 DDC 52.237-9W36 -- Employment of US Government Personnel Restricted (AUG 2008)

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

(End of Clause)

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

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

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

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

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

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

(End of Clause)

H-10 DDC 52.245-9W42 -- Damage to Contractor Supplies, Materials, Equipment, and Property (AUG 2008)

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

(End of Clause)

END OF SECTION H

SECTION I - CONTRACT CLAUSES

CLAUSE(S) INCORPORATED BY REFERENCE

Clause(s) Applicable to Firm-Fixed Price CLINs (0001, X002, and X003)

	FAR CLAUSE	TITLE	DATE
I-1	52.229-3	Federal, State and Local Taxes	APR 2003
I-2	52.232-1	Payments	APR 1984
I-3	52.232-8	Discounts for Prompt Payment	FEB 2002
I-4	52.232-11	Extras	APR 1984
I-5	52.232-25	Prompt Payment	OCT 2003
I-6	52.233-3	Protest After Award	AIG 1996
I-7	52.243-1	Changes –Fixed Price Alternate I	APR 1987 APR 1984
I-8	52.244-2	Subcontracts	JUN 2007
I-9	52.244-5	Competition in Subcontracting	DEC 1996
I-10	52.249-2	Termination for Convenience of the Government (Fixed Price)	MAY 2004
I-11	52.249-8	Default (Fixed-Price Supply and Service)	APR 1984

Clause(s) Applicable to Cost Reimbursement CLINs (X004, X005, X006 and X007)

	FAR CLAUSE	TITLE	DATE
I-12	52.216-7	Allowable Cost and Payment	DEC 2002
I-13	52-216-11	Cost Contract – No Fee	APR 1984
I-14	52.222-2	Payment for Overtime Premiums	JUN 1990
I-15	52.227-3	Patent Indemnity	APR 1984
I-16	52.232-20	Limitation of Cost	APR 1984
I-17	52.232-25	Prompt Payment Alternate I	OCT 2003 FEB 2002
I-18	52.233-3	Protest After Award Alternate I	AUG 1996 JUN 1985
I-19	52.242-3	Penalties for Unallowable Costs	MAY 2001
I-20	52.242-4	Certification of Final Indirect Costs	JAN 1997
I-21	52.243-2	Changes – Cost Reimbursement Alternate I	AUG 1987 APR 1984
I-22	52.244-2	Subcontracts Alternate I	JUN 2007 JUN 2007
I-23	52.244-5	Competition In Subcontracting	DEC 1996
I-24	52.249-6	Termination (Cost-Reimbursement)	MAY 2004
I-25	52.249-14	Excusable Delays	APR 1984

Clause(s) Applicable to Time and Material CLINs (X008)

	FAR CLAUSE	TITLE	DATE
I-26	52-216-11	Cost Contract – No Fee	APR 1984
I-27	52.216-29	Time-and-Materials/Labor-Hour Proposal Requirements – Non-Commercial Item Acquisition with Adequate Price Competition	FEB 2007
I-28	52.229-3	Federal, State And Local Taxes	APR 2003
I-29	52.232-7	Payments Under Time-and-Materials and Labor-Hour Contracts	FEB 2007
I-30	52.232-25	Prompt Payment Alternate 1	OCT 2003 FEB 2002
I-31	52.233-3	Protest After Award Alternate I	AUG 1996 JUN 1985

I-32	52.242-3	Penalties for Unallowable Costs	MAY 2001
I-33	52.242-4	Certification of Final Indirect Costs	JAN 1997
I-34	52.243-3	Changes – Time-and-Materials or Labor-Hours	SEP 2000
I-35	52.244-2	Subcontracts	JUN 2007
I-36	52.249-6	Termination (Cost-Reimbursement) Alternate IV	MAY 2004 SEP 1996
I-37	52.249-14	Excusable Delays	APR 1984

Clause(s) Applicable to All CLINs

	FARCLAUSE	TITLE	DATE
I-38	52.227-1	Authorization and Consent	DEC 2007
I-39	52.227-3	Patent Indemnity	APR 1984
I-40	52.202-1	Definitions	JUL 2004
I-41	52.203-3	Gratuities	APR 1984
I-42	52.203-5	Covenant Against Contingent Fees	APR 1984
I-43	52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
I-44	52.203-7	Anti-Kickback Procedures	JUL 1995
I-45	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
I-46	52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
I-47	52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
I-48	52.203-13	Contractor Code of Business Ethics and Conduct	DEC 2008
I-49	52.203-14	Display of Hotline Poster(s)	DEC 2007
I-50	52.204-2	Security Requirements	AUG 1996
I-51	52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
I-52	52.204-7	Central Contractor Registration	JUL 2006
I-53	52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
I-54	52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
I-55	52.215-2	Audit and Records—Negotiation Alternate III	JUN 1999 JUN 1999
I-56	52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
I-57	52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
I-58	52.215-11	Price Reduction for Defective Cost or Pricing Data— Modifications	OCT 1997
I-59	52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
I-60	52.215-13	Subcontractor Cost or Pricing Data—Modifications	OCT 1997
I-61	52.215-14	Integrity of Unit Prices	OCT 1997
I-62	52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
I-63	52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	JUL 2005
I-64	52.215-19	Notification of Ownership Changes	OCT 1997
I-65	52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
I-66	52.219-4	Notice of Price Evaluation for HUBZone small business concerns	JUL 2005
I-67	52.219-8	Utilization of Small Business Concerns	MAY 2004
I-68	52.219-9	Small Business Subcontracting Plan ALT II	OCT-2001
I-69	52.219-16	Liquidated Damages-Subcontracting Plan	(JAN 1999)
I-70	52.219-28	Post-Award Small Business Program Representation	JUN 2007
I-71	52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
I-72	52.222-2	Payment for Overtime Premiums	JUL 1990
I-73	52.222-3	Convict Labor	JUN 2003
I-74	52.222-4	Contract Work Hours and Safety Standards Act - Overtime	JUL 2005

		Compensation	
I-75	52.222-21	Prohibition Of Segregated Facilities	FEB 1999
I-76	52.222-26	Equal Opportunity	MAR 2007
I-77	52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	SEP 2006
I-78	52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
I-79	52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
I-80	52.222-41	Service Contract Act Of 1965, As Amended	NOV 2007
I-81	52.222-43	Fair Labor Standards Act and Service Contract Act _ Price Adjustment (Multiple Year and Option)	NOV 2006
I-82	52.222-50	Combating Trafficking in Persons	AUG 2007
I-83	52.223-6	Drug Free Workplace	MAY 2001
I-84	52.223-10	Waste Reduction Program	AUG 2000
I-85	52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
I-86	52.223-14	Toxic Chemical Release Reporting	AUG 2003
I-87	52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts	MAY 2008
I-88	52.224-1	Privacy Act Notification	APR 1984
I-89	52.224-2	Privacy Act	APR 1984
I-90	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	DEC 2007
I-91	52.227-14	Rights in Data – General	DEC 2007
I-92	52.227-16	Additional Rights in Data	JUN 1987
I-93	52.228-3	Workers’ Compensation Insurance (Defense Base Act)	APR 1984
I-94	52.228-7	Insurance – Liability to Third Persons	MAR 1996
I-95	52.232-9	Limitation On Withholding Of Payments	APR 1984
I-96	52.232-17	Interest	JUN 1996
I-97	52.232-18	Availability Of Funds	APR 1984
I-98	52.232-23	Assignment of Claims	JAN 1986
		Alternate I	APR 1984
I-99	52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
I-100	52.233-1	Disputes	JUL 2002
		Alternate I	DEC 1991
I-101	52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
I-102	52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
I-103	52.237-3	Continuity Of Services	JAN 1991
I-104	52.239-1	Privacy or Security Safeguards	AUG 1996
I-105	52.242-1	Notice of Intent to Disallow Cost	APR 1984
I-106	52.242-13	Bankruptcy	JUL 1995
I-107	52.244-2	Subcontracts	JUN 2007
I-108	52.244-6	Subcontracts for Commercial Items	MAR 2007
I-109	52.245-1	Government Property	JUN 2007
I-110	52.245-9	Use and Charges	JUN 2007
I-111	52.246-25	Limitation Of Liability—Services	FEB 1997
I-112	52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
I-113	52.248-1	Value Engineering	FEB 2000
I-114	52.251-1	Government Supply Sources	APR 1984
I-115	52.253-1	Computer Generated Forms	JAN 1991
	DFARS CLAUSE	TITLE	DATE
I-116	252.201-7000	Contracting Officer's Representative	DEC 1991
I-117	252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
I-118	252.203-7002	Display Of DOD Hotline Poster	DEC 1991

I-119	252.204-7000	Disclosure Of Information	DEC 1991
I-120	252.204-7002	Payment for Subline Items Not Separately Priced	DEC 1991
I-121	252.204-7003	Control Of Government Personnel Work Product	APR 1992
I-122	252.204-7004	Alternate A, Central Contractor Registration	SEP 2007
I-123	252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
I-124	252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
I-125	252.211-7007	Item Unique Identification of Government Property	NOV 2008
I-126	252.215-7000	Pricing Adjustments	DEC 1991
I-127	252.215.7002	Cost Estimating System Requirements	DEC 2006
I-128	252.215-7003	Excessive Pass-Through Charges – Identification of Subcontract Effort	APR 2007
I-129	252.215-7004	Excessive Pass-Through Charges	APR 2007
I-130	252.222-7002	Compliance with Local Labor Laws (Overseas)	JUN 1997
I-131	252.223-7001	Hazard Warning Label	DEC 1991
I-132	252.225-7005	Identification Of Expenditures In The United States	JUN 2005
I-133	252.225-7012	Preference for Certain Domestic Commodities	MAR 2008
I-134	252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
I-135	252.219-7003	Small Business Subcontracting Plan (DoD)	APR 2007
I-136	252.227-7013	Rights in Technical Data - Noncommercial Items	NOV 1995
I-137	252.227-7016	Rights in Bid or Proposal Information	JUN 1995
I-138	252.227-7030	Technical Data – Withholding of Payment	MAR 2000
I-139	252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
I-140	252.228-7003	Capture and Detention	DEC 1991
I-141	252.231-7000	Supplemental Cost Principles	DEC 1991
I-142	252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
I-143	252.232-7010	Levies on Contract Payments	DEC 2006
I-144	252.233-7001	Choice of Law (Overseas)	JUN 1997
I-145	252.234-7002	Earned Value Management System	APR 2008
I-146	252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
I-147	252.242-7004	Material Management and Accounting System	NOV 2005
I-148	252.243-7001	Pricing Of Contract Modifications	DEC 1991
I-149	252.243-7002	Requests for Equitable Adjustment	MAR 1998
I-150	252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JAN 2007
I-151	252.247-7023	Transportation of Supplies by Sea Alternate I	MAY 2002 MAR 2000
I-152	252.247-7024	Notification of Transportation of Supplies by Sea	MAR 2000
I-153	252.251-7000	Ordering From Government Supply Sources	NOV 2004

CLAUSE(S) INCORPORATED BY FULL TEXT

Clause(s) Applicable to All CLINs

I-154 FAR 52.215-19 -- Notification of Ownership Changes (Oct 1997)

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

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

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

(b) The Contractor shall --

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

- (2) Provide the ACO or designated representative ready access to the records upon request;
 - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
 - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).
- (End of Clause)

**I-155 FAR 52.216-16 -- Incentive Price Revision -- Firm Target (Oct 1997)
Alternate I (Apr 1984)**

(a) General. The supplies or services identified in the Schedule as Items _0002-4002_ are subject to price revision in accordance with this clause; provided, that in no event shall the total final price of these items exceed the ceiling price of 120% of Target Cost. Any supplies or services that are to be

- (1) ordered separately under, or otherwise added to, this contract and
- (2) subject to price revision in accordance with the terms of this clause shall be identified as such in a modification to this contract.

(b) Definition. "Costs," as used in this clause, means allowable costs in accordance with Part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(c) Data submission.

(1) Within 60 days after the end of the month in which the Contractor has delivered the last unit of supplies and completed the services specified by item number in paragraph (a) of this clause, the Contractor shall submit in the format of Table 15-2, FAR 15.408, or in any other form on which the parties agree --

(i) A detailed statement of all costs incurred up to the end of that month in performing all work under the items;

(ii) An estimate of costs of further performance, if any, that may be necessary to complete performance of all work under the items;

(iii) A list of all residual inventory and an estimate of its value; and

(iv) Any other relevant data that the Contracting Officer may reasonably require.

(2) If the Contractor fails to submit the data required by subparagraph (c)(1) of this clause within the time specified and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the data submittal period, the amount of the excess shall bear interest, computed from the date the data were due to the date of repayment, at the rate established in accordance with the Interest clause.

(d) Price revision. Upon the Contracting Officer's receipt of the data required by paragraph (c) of this clause, the Contracting Officer and the Contractor shall promptly establish the total final price of the items specified in (a) of this clause by applying to final negotiated cost an adjustment for profit or loss, as follows:

(1) On the basis of the information required by paragraph (c) of this clause, together with any other pertinent information, the parties shall negotiate the total final cost incurred or to be incurred for supplies delivered (or services performed) and accepted by the Government and which are subject to price revision under this clause.

(2) The total final price shall be established by applying to the total final negotiated cost an adjustment for profit or loss, as follows:

(i) If the total final negotiated cost is equal to the total target cost, the adjustment is the total target profit.

(ii) If the total final negotiated cost is greater than the total target cost, the adjustment is the total target profit, less twenty percent of the amount by which the total final negotiated cost exceeds the total target cost.

(iii) If the final negotiated cost is less than the total target cost, the adjustment is the total target profit plus twenty percent of the amount by which the total final negotiated cost is less than the total target cost.

(e) Contract modification. The total final price of the items specified in paragraph (a) of this clause shall be evidenced by a modification to this contract, signed by the Contractor and the Contracting Officer. This price shall not be subject to revision, notwithstanding any changes in the cost of performing the contract, except to the extent that --

(1) The parties may agree in writing, before the determination of total final price, to exclude specific elements of cost from this price and to a procedure for subsequent disposition of those elements; and

(2) Adjustments or credits are explicitly permitted or required by this or any other clause in this contract.

(f) Adjusting billing prices.

(1) Pending execution of the contract modification (see paragraph (e) of this clause), the Contractor shall submit invoices or vouchers in accordance with billing prices as provided in this paragraph. The billing prices shall be the target prices shown in this contract.

(2) If at any time it appears from information provided by the contractor under subparagraph (g)(2) of this clause that the then-current billing prices will be substantially greater than the estimated final prices, the parties shall negotiate a reduction in the billing prices. Similarly, the parties may negotiate an increase in billing prices by any or all of the difference between the target prices and the ceiling price, upon the Contractor's submission of factual data showing that final cost under this contract will be substantially greater than the target cost.

(3) Any billing price adjustment shall be reflected in a contract modification and shall not affect the determination of the total final price under paragraph (d) of this clause. After the contract modification establishing the total final price is executed, the total amount paid or to be paid on all invoices or vouchers shall be adjusted to reflect the total final price, and any resulting additional payments, refunds, or credits shall be made promptly.

(g) Quarterly limitation on payments statement. This paragraph (g) shall apply until final price revision under this contract has been completed.

(1) Within 45 days after the end of each quarter of the Contractor's fiscal year in which a delivery is first made (or services are first performed) and accepted by the Government under this contract, and for each quarter thereafter, the Contractor shall submit to the contract administration office (with a copy to the contracting office and the cognizant contract auditor) a statement, cumulative from the beginning of the contract, showing --

(i) The total contract price of all supplies delivered (or services performed) and accepted by the Government and for which final prices have been established;

(ii) The total costs (estimated to the extent necessary) reasonably incurred for, and properly allocable solely to, the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established;

(iii) The portion of the total target profit (used in establishing the initial contract price or agreed to for the purpose of this paragraph (g)) that is in direct proportion to the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established -- increased or decreased in accordance with subparagraph (d)(2) of this clause, when the amount stated under subdivision (g)(1)(ii) of this clause differs from the aggregate target costs of the supplies or services; and

(iv) The total amount of all invoices or vouchers for supplies delivered (or services performed) and accepted by the Government (including amounts applied or to be applied to liquidate progress payments).

(2) Notwithstanding any provision of this contract authorizing greater payments, if on any quarterly statement the amount under subdivision (g)(1)(iv) of this clause exceeds the sum due the Contractor, as computed in accordance with subdivisions (g)(1)(i), (ii), and (iii) of this clause, the Contractor shall immediately refund or credit to the Government the amount of this excess. The Contractor may, when appropriate, reduce this refund or credit by the amount of any applicable tax credits due the Contractor under 26 U.S.C. 1481 and by the amount of previous refunds or credits effected under this clause. If any portion of the excess has been applied to the liquidation of progress payments, then that portion may, instead of being refunded, be added to the unliquidated progress payment account consistent with the Progress Payments clause. The Contractor shall provide complete details to support any claimed reductions in refunds.

(3) If the Contractor fails to submit the quarterly statement within 45 days after the end of each quarter and it is later determined that the Government has overpaid the Contractor, the Contractor

shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the statement submittal period, the amount of the excess shall bear interest, computed from the date the quarterly statement was due to the date of repayment, at the rate established in accordance with the Interest clause.

(h) Subcontracts. No subcontract placed under this contract may provide for payment on a cost-plus-a-percentage-of-cost basis.

(i) Disagreements. If the Contractor and the Contracting Officer fail to agree upon the total final price within 60 days (or within such other period as the Contracting Officer may specify) after the date on which the data required by paragraph (c) of this clause are to be submitted, the Contracting Officer shall promptly issue a decision in accordance with the Disputes clause.

(j) Termination. If this contract is terminated before the total final price is established, prices of supplies or services subject to price revision shall be established in accordance with this clause for (1) completed supplies and services accepted by the Government and (2) those supplies and services not terminated under a partial termination.

All other elements of the termination shall be resolved in accordance with other applicable clauses of this contract.

(k) Equitable adjustment under other clauses. If an equitable adjustment in the contract price is made under any other clause of this contract before the total final price is established, the adjustment shall be made in the total target cost and may be made in the maximum dollar limit on the total final price, the total target profit, or both. If the adjustment is made after the total final price is established, only the total final price shall be adjusted.

(l) Exclusion from target price and total final price. If any clause of this contract provides that the contract price does not or will not include an amount for a specific purpose, then neither any target price nor the total final price includes or will include any amount for that purpose.

(m) Separate reimbursement. If any clause of this contract expressly provides that the cost of performance of an obligation shall be at Government expense, that expense shall not be included in any target price or in the total final price, but shall be reimbursed separately.

(n) Taxes. As used in the Federal, State, and Local Taxes clause or in any other clause that provides for certain taxes or duties to be included in, or excluded from, the contract price, the term "contract price" includes the total target price or, if it has been established, the total final price. When any of these clauses requires that the contract price be increased or decreased as a result of changes in the obligation of the Contractor to pay or bear the burden of certain taxes or duties, the increase or decrease shall be made in the total target price or, if it has been established, in the total final price, so that it will not affect the Contractor's profit or loss on this contract.

(o) Provisioning and options. Parts, other supplies, or services that are to be furnished under this contract on the basis of a provisioning document or Government option shall be subject to price revision in accordance with this clause. Any prices established for these parts, other supplies, or services under a provisioning document or Government option shall be treated as target prices. Target cost and profit covering these parts, other supplies, or services may be established separately, in the aggregate, or in any combination, as the parties may agree.

(End of Clause)

I-156 FAR 52.217-8 -- Option to Extend Services (Nov 1999)

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

(End of Clause)

I-157 FAR 52.217-9 -- Option to Extend the Term of the Contract (Mar 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of the end of the performance period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 6 years 5 months.

(End of Clause)

I-158 FAR 52.222-39 -- Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004)

(a) Definition. As used in this clause--
“United States” means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations,

Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order;

or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

I-159 FAR 52.252-2 -- Clauses Incorporated by Reference (FEB 1998)

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

(End of Clause)

I-160 DLAD 52.204-9000 -- Contractor Personnel Security (APR 2008)

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

(b) At the option of the Government, previously completed security investigations may be accepted in lieu of new investigations if determined to be essentially equivalent in scope to the required investigation. The length of time elapsed since the previous investigation will also be considered in determining whether a new investigation is warranted. In order to assist the Government in making this determination, the contractor must provide the following information to the contracting officer immediately upon receipt of the contract or when an employee is proposed for work requiring access to a federally-controlled facility or information system. This information must be provided for each contractor employee who will perform work on a federally-controlled facility and/or will require access to federally-controlled information systems:

- (1) Full name, with middle initial
- (2) Social Security Number
- (3) Citizenship status
- (4) Date of Birth
- (5) Place of Birth
- (6) Proof of the individual's favorably adjudicated background investigation, consisting of identification of the type of investigation performed, date of the favorable adjudication, and name of the agency that performed the investigation.
- (7) Company name and address
- (8) Company phone and fax numbers
- (9) Company email address
- (10) Location of on-site workstation or phone number if off-site (if known prior to award)
- (11) Delivery order or contract number and expiration date
- (12) Name of contracting officer

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

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

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

(d) If an investigation is required for unescorted entry purposes, the National Agency Check (NAC) results will be forwarded to the HQ DLA Enterprise Support (DES) Public Safety Office, Personnel Security Division (DES-SC) for review and determination regarding the applicant's eligibility to occupy the specified position in performance of the DLA contract. If an SSBI, NACLC or NAC is required for logical/IT access, the results of the investigation are returned to

the Defense Industrial Security Clearance Office (DISCO) for review and determination regarding the applicant's eligibility to access DLA information systems. Determinations made by DISCO will be reflected in the Joint Personnel Adjudications System (JPAS).

(e) A waiver to allow assignment of an individual to commence work prior to completion of the NAC investigation may be granted in emergency situations when it is determined that a delay would be harmful to national security. A request for waiver will be considered only after the Government is in receipt of the individual's completed forms. The DLA site Security Office and the contracting officer reserve the right to determine whether a waiver request will be forwarded for processing. The individual requesting the waiver may not be assigned to a position, may not physically work at the federally-controlled facility and/or be granted access to federally-controlled information systems, until the waiver has been granted.

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

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

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

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

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

(k) These security requirements do not excuse the contractor from meeting the delivery schedule set forth in the contract, or waive the delivery schedule in any way. Contractor shall meet the required delivery schedule unless the contracting officer grants a waiver or extension.

(End of Clause)

I-161 DLAD 52.204-9002 -- Solicitation Provisions and Contract Clauses Statement (JUN 2008)

Full text of all DLAD clauses listed within this individual solicitation are contained in the Part 52 – Solicitation Provisions and Contract Clauses, current version found at <http://www.dla.mil/j-3/j->

336/icps.htm and scroll down to clause central. Also, the full text of FAR/DFARS clauses incorporated by reference may be accessed.

(End of Clause)

I-162 DLAD 52.217-9017 -- Tailored Logistics Support Purchasing Reviews (Jun 2006)

1. From the commencement of performance of this contract until 3 years after the final contract payment, the Contractor shall allow the Contracting Officer, Administrative Contracting Officer, Defense Contract Management Agency, Defense Contract Audit Agency, and any other duly authorized representative of the Contracting Officer access to all records and information pertaining to those items or services for which the Government is relying on the Contractor's purchasing system to determine that competition was obtained or to justify that prices are fair and reasonable. The Contractor shall maintain records subject to this clause for not less than 3 years after the contract final payment.
2. The Contracting Officer may conduct reviews of purchased items or services provided under this contract regardless of dollar value that meet the criteria in paragraph 1 of this clause to ascertain whether the Contractor has obtained the best value. The Contractor shall seek competition to the maximum extent practicable for all purchases. Contractor purchases of any supplies or services shall solicit a competitive quotation from at least two independently-competing firms. For other than sole source items, the request for quotations shall, to the extent practical, solicit offers from different manufacturers or producers. If the Contractor is unable to obtain quotes for competing items from two or more such independently-competing firms, the Contractor shall retain supporting documentation for its rationale for selection of the suppliers solicited and chosen to supply the items, and for its determination that the price was fair and reasonable. The Contractor is responsible for maintaining this same documentation for all sole source/non-competitive actions. The following price reasonableness and documentation requirements are applicable to all purchases, regardless of dollar value:
 - a. A price is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business. The Contracting Officer will examine the prices with particular care in connection with buys that may not be subject to effective competition restraints. The Contractor's price will not be presumed to be reasonable. If an initial review of the facts results in a challenge of a specific price by the Contracting Officer or the Contracting Officer's representative, the burden of proof shall be upon the Contractor to establish that the price is reasonable under the standards in FAR Subpart 15.4 and FAR 31.201-3.
 - b. The Contractor shall keep the documentation to a minimum, but shall retain data supporting the purchases either by paper or electronically. At a minimum, price quotations and invoices shall be retained. Should the Contractor receive an oral price quotation, the Contractor shall document who the supplier or subcontractor is by complete name, address, telephone number, price, terms and other conditions quoted by each vendor. Price quotes for supplies shall be broken down by individual items, shipping costs, and any other included expenses. Price quotes for incidental services which are not pre-priced in the contract shall include labor hours and costs or prices, as applicable, including the total price of the job, individual pricing for the portions of the work if applicable, materials, and all other elements of cost, overhead, and profit. This price breakdown documentation shall be made for each subcontractor performing work on this contract.
3. When the Contractor is purchasing from subcontractors or other sources and receives a discount or rebates, the Contractor shall immediately pass these savings to the Government in the contract price and invoice for payment. The Contractor is required to use diligence in the selection of the most economical method of delivery of the product or services by selecting a best value method of delivery based on the urgency and nature of the work or product required. When labor hours are involved in the work to be accomplished and the Contractor has not already pre-priced the effort to use its own labor force, the Contractor shall provide the labor at rates required by the contract (for example, Service Contract Act or Davis-Bacon Act rates) or at rates based on competition if mandatory rates are not required by the contract.
4. If the Contracting Officer determines that the purchased product or service is unreasonably priced, the Contractor shall refund to the Government the amount the Contracting Officer determines is in excess of a reasonable price. The Contracting Officer shall notify the Contractor in writing in accordance with FAR 32.610, giving the basis for the determination and the amount

to be refunded. The Contractor shall make the refund payment in accordance with directions from the Contracting Officer, and shall provide proof of the refund payment to the Contracting Officer. The Contracting Officer may collect the amount due using all available means in accordance with FAR Subpart 32.6. FAR 52.232-17, Interest, is applicable to payments not made within 30 days of the demand for payment. Any disputes arising under this provision shall be handled in accordance with the "Disputes" clause of this contract.

5. At the midpoint of each performance period if the period is a year or less long or annually if the performance period is more than a year, upon receipt of notification from the Contracting Officer of the intent to exercise an option, or if otherwise requested, the Contractor shall provide the Contracting Officer an affirmation in the following form, signed by an authorized representative of the Contractor:

"To the best of my knowledge and belief, during the period beginning _____ (insert date) and ending _____ (insert date), _____ (insert Contractor's name) furnished all supplies or services called for by Contract No. _____ in accordance with all applicable requirements. I further affirm that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and item identification, and are in the quantity required. The items and services were competed or prices are justified as fair and reasonable in accordance with the requirements of _____ (name/number of the clause)."

(End of Clause)

I-163 DLAD 52.228-9000 -- Insurance (Feb 2005)

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

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

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

(End of Clause)

I-164 DLAD 52.245-9003 -- Transportation Costs of GFP (JAN 2007)

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

ITEM NO.	IDENTIFICATION OF PROPERTY	QTY	UNIT PRICE

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

Plant: _____
Street Address: _____
City and State: _____

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

Government furnished materials will be shipped from:

Weight: _____
Cube: _____

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

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

(End of Clause)

I-165 DLAD 52.247-9012 -- Requirements for Treatment of Wood Packaging Material (WPM) (FEB 2007)

(a) THIS CLAUSE ONLY APPLIES WHEN WOOD PACKAGING MATERIAL (WPM) WILL BE USED TO MAKE SHIPMENTS UNDER THIS CONTRACT AND/OR WHEN WPM IS BEING ACQUIRED UNDER THIS CONTRACT."

(b) Definition.

Wood packaging material (WPM) means wood pallets, skids, load boards, pallet collars, wooden boxes, reels, dunnage, crates, frame and cleats. The definition excludes materials that have undergone a manufacturing process, such as corrugated fiberboard, plywood, particleboard, veneer, and oriented strand board (OSD).

(c) All Wood Packaging Material (WPM) used to make shipments under DOD contracts and/or acquired by DOD must meet requirements of International Standards for Phytosanitary Measures (ISPM) 15, "Guidelines for Regulating Wood Packaging Materials in International Trade." DOD shipments inside and outside of the United States must meet ISPM 15 whenever WPM is used to ship DOD cargo.

(1) All WPM shall comply with the official quality control program for heat treatment (HT) or kiln dried heat treatment (KD HT) in accordance with American Lumber Standard Committee, Incorporated (ALSC) Wood Packaging Material Program and WPM Enforcement Regulations (see <http://www.alsc.org/>).

(2) All WPM shall include certification/quality markings in accordance with the ALSC standard. shall be applied to the stringer or block on diagonally opposite sides of the pallet and be contrasting and clearly visible. All containers shall be marked on a side other than the top or bottom, contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with ISPM 15 and be marked with an ASLC approved DUNNAGE stamp.

(d) Failure to comply with the requirements of this restriction may result in refusal, destruction, or treatment of materials at the point of entry. The Agency reserves the right to recoup from the Contractor any remediation costs incurred by the Government."

(End of Clause)

I-166 DLAD 52.249-9000 -- Administrative Costs of Reprocurement after Default (MAY 1988)

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

(End of Clause)

I-167 DDC 52.222-9W29 -- Requests for Overtime (AUG 2008)

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

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

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

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

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

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

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

(End of Clause)

I-168 DDC 52.223-9W07 -- Illegal Items not Authorized on Federal Installation (FEB 2007)

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

(End of Clause)

I-169 DDC 52.237-9W21 -- Management of Contractor Employees (MAR 2007)

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

(End of Clause)

I-170 DDC 52.247-9W08 -- Mark Contract Number on All Correspondence (FEB 2007)

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

(End of Clause)

END OF SECTION I

SECTION J - LIST OF ATTACHMENTS

CLAUSE(S) INCORPORATED BY FULL TEXT

Clause(s) Applicable to All CLINs

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

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

NUMBER	TITLE	DATE	NUMBER OF PAGES
Attachment J.1	Section C- Performance Work Statement	TBD	TBD
Attachment J.2	Supplement to Attachment J.1 Section C – Site Specific Requirements	N/A	6
Attachment J.3	Department of Labor Wage Determination	TBD	TBD
Attachment J.4	Past Performance Questionnaire	N/A	6
Attachment J.5	Subcontracting Plan (Recommended Sample Format)	N/A	13

(End of Clause)

END OF SECTION J

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

PROVISION(S) INCORPORATED BY REFERENCE

Provision(s) Applicable to All CLINs

FAR PROVISION		TITLE	DATE
K-1	52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	SEPT 2007
K-2	52.204-5	Women Owned Business Other Than Small Business	MAY 1999
K-3	52.222-38	Compliance with Veteran's Employment Reporting Requirements	DEC 2001
K-4	52.223-4	Recovered Material Certification	MAY 2008
DFARS PROVISION		TITLE	DATE
K-5	252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	OCT 2006
K-6	252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005

PROVISIONS INCORPORATED BY FULL TEXT

Provisions Applicable to All CLINs

K-7 FAR 52.204-8 -- Annual Representatives and Certifications (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-8 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-10 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-10 DFARS 252.227-7017 -- Identification and Assertion of Use, Release, or Disclosure Restrictions (JUN 1995)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation—

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification and identification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror: Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

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

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

****Corporation, individual, or other person, as appropriate.

*****Enter "none" when all data or software will be submitted without restrictions.

Date _____
Printed Name and Title _____
Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of Provision)

K-11 DFARS 252.247-7022 -- Representation of Extent of Transportation by Sea (AUG 1992)

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

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

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

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

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

(End of Provision)

K-12 DLAD 52.233-9001 -- 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

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
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- c. No information concerning this RFP or requests for clarification will be provided in response to offeror-initiated telephone calls. All such requests must be made by electronic mail in the format noted above and submitted to the above email address. Inquiries will be answered in writing and provided to all offerors. 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 May 7, 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	50
	Section 1: Utilization of Small Business Concerns			
	a. Planned Utilization			
	b. Past Utilization			
	Section 2: DLA Mentoring Business Agreement			
	Section 3: AbilityOne Program			
V	Cost/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 confirmation documentation 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

Effective October 1, 2008, all DoD prime contractors with subcontracting plans shall agree to submit the "Individual Subcontract Report" (formerly SF-294) and the "Summary Subcontract Report" (formerly SF-295) using the federal government's Electronic Subcontract Reporting System (eSRS). Each prime Contractor shall submit these reports electronically to the government-wide system at the following website: www.esrs.gov (includes a contractor user guide). Subcontract reporting will be used in determining how well the successful awardee adhered to their proposed plan and for use in determining the company's overall performance evaluation. (Prime contractors and subcontractors are encouraged to publicize subcontracting opportunities in the Federal Business Opportunities web page.)

All large prime contractors shall be responsible for entering accurate and complete reports into the eSRS. In addition, the contractor and major subcontractor(s) shall provide such information that will allow applicable lower tier subcontractors to fully comply with electronic reporting and the statutory requirements of FAR 19.702. Accordingly, all large prime contractors shall provide their DUNS number and prime contract number(s) to all major subcontractors for the purpose of eSRS notification and reporting.

Section 1: - UTILIZATION OF SMALL BUSINESS CONCERNS: The Utilization of Small Business Concerns factor is broken down into two sub-factors, Planned Utilization and Past Utilization. Offerors shall provide a detailed description of their approach for each sub-factor, as stated below. A rating will be provided at the factor level.

Subsection a - Planned Utilization: OTHER THAN SMALL BUSINESS

In accordance with FAR 19.704, FAR clause 52.219-9 (Alt II), DFARS 252.219-7003, 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.

Subsection a - Planned Utilization (cont): SMALL BUSINESS

In accordance with DLA Directive 15.304(c)(4) and the Defense Logistics Agency Directive (DLAD) 52.215-9002 (below), 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 / \$23,500,000.00 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. For this purpose, the Subcontracting Plan Sample Format, Attachment J.5 is included as part of the solicitation and should be used to the maximum extent practicable. Cage codes shall be provided for the offeror and for all proposed socioeconomic small business firms (reference page 4 of the Sample Format). A socioeconomic plan should be submitted in accordance with the DLAD provision below.

DLAD 52.215-9002 SOCIOECONOMIC PROPOSAL (MAR 1996)

(i) Provide a description of the efforts your company will make to assure that small, small disadvantaged, and women-owned small business concerns will have equal opportunity to compete for subcontracts under any resulting contract. Describe your current and planned proposed range of services, supplies, and any other support that will be provided to you by small, small disadvantaged, and women-owned small business concerns. Include specific names of subcontractors to the extent they are known. (ii) Describe any future plans your company has for developing additional subcontracting opportunities for small, small disadvantaged and women-owned small business concerns during the contract period. (iii) Specify what proportion of your proposal, as a percentage of dollars, will be subcontracted to small, small disadvantaged and women-owned small businesses. (iv) Specify what type of performance data you will accumulate and provide to the Contracting Officer regarding your support of small, small disadvantaged and women-owned small businesses during the period of contract performance. Provide the name and title of the individual principally responsible for ensuring company support to such firms.

(End of provision)

Subsection b - Past Utilization: APPLICABLE ONLY TO OTHER THAN SMALL BUSINESS:

All large business prime contractors shall submit copies of SF 294s and SF 295s or eSRS Individual Subcontract Reports (ISR) and Summary Subcontract Reports (SSR) 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) (OTHER THAN SMALL AND SMALL BUSINESS):

Offerors shall provide a detailed description of their approach as follows: ALL offerors shall provide compliance with the following DLAD provision. The Subcontracting Plan template attached to the solicitation provides a format to identify MBA goals and dollars and protégés by name and cage code

(pages 3 & 4) and should be used to the maximum extent possible.

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 protege, 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 protege 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 protege 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 protege 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 (OTHER THAN SMALL AND SMALL BUSINESS)

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

ALL offerors shall provide compliance with the following DLAD provision. The Subcontracting Plan template attached to the solicitation provides a format to identify AbilityOne goals and dollars by name and cage code (pages 3 & 4) and should be used to the maximum extent possible.

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

(a) Provide a description of the efforts your company will make to assure that AbilityOne 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 AbilityOne 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 AbilityOne 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 AbilityOne 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 AbilityOne entities. Specify what type of performance data you will accumulate and provide to the contracting officer regarding your support of AbilityOne 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 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 X007 travel 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 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.

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.

	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.

	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 CLIN X005	BASE YEAR	OPTION YEAR 1	OPTION YEAR 2	OPTION YEAR 3	OPTION YEAR 4	TOTAL CONTRACT
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.

	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 CLIN X006	BASE YEAR	OPTION YEAR 1	OPTION YEAR 2	OPTION YEAR 3	OPTION YEAR 4	TOTAL CONTRACT
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.

	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 CLIN X007	BASE YEAR	OPTION YEAR 1	OPTION YEAR 2	OPTION YEAR 3	OPTION YEAR 4	TOTAL CONTRACT
CLIN X007– TOTAL 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.

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 ____%	
Material Handling Laborer						
Forklift Operator						
Warehouse Specialist						
Supply Technician						
Woodworker						
Material Coordinator						

CLIN 0008 – BASE YEAR	Government Provided Hours	Fully Burdened Rate	Total Ceiling Price
CLIN 0008AA Material Handling Labor	700		
CLIN 0008AB Forklift Operator	700		
CLIN 0008AC Warehouse Specialist	3600		
CLIN 0008AD Supply Technician	700		
CLIN 0008AE Woodworker	700		
CLIN 0008AF Material Coordinator	700		
0008 TOTAL			

SUMMARY TABLE CLIN X008	BASE YEAR	OPTION YEAR 1	OPTION YEAR 2	OPTION YEAR 3	OPTION YEAR 4	TOTAL CONTRACT
CLIN X008 – Ceiling Price						

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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 Small Business Concerns 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.

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 offerors approach to operational preparedness capability and provide the assurance that the offeror will satisfy the performance requirements during periods of operational adversity, including maintaining contract compliance during operational disruptions, emergencies, military deployments, and periods of increased workload.

FACTOR 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 PROGRAM PROPOSAL

Upon consideration of all of the information contained in this Factor, the Government evaluation team will determine a Merit Technical Rating of Excellent, Highly Acceptable, Acceptable, Susceptible of 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 a Planned Utilization.

SUBFACTOR a: PLANNED UTILIZATION - OTHER THAN SMALL BUSINESS

Each offeror's plan for utilization of small business 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 a: PLANNED UTILIZATION - SMALL BUSINESS

DLAD 52.215-9003 - SOCIOECONOMIC EVALUATION (OCT 1996) – DLAD. The Socioeconomic Proposal provided by the offeror under DLAD 52.215-9002 will be evaluated on a comparative basis among all offerors. An offeror that proposes a higher percentage, complexity level, and variety of participation by small, small disadvantaged and women-owned small businesses combined, generally will receive a higher rating on this factor. An offeror's efforts to develop additional opportunities for small, small disadvantaged and women-owned small businesses will also be comparatively evaluated with the proposals of other offerors. Offerors' proposals for socioeconomic support will be made a part of any resulting contract for use in determining how well the contractor has adhered to its socioeconomic plan. This plan will be monitored as a means of assisting the contracting officer in determining how well the contractor has in fact performed. This determination will then be used as a consideration prior to option exercise and future source selection decisions. Performance on prior contracts in subcontracting with and assisting small, small disadvantaged, and women-owned small businesses will be part of past performance evaluation.

(End of provision)

SUBFACTOR b: PAST UTILIZATION - OTHER THAN SMALL BUSINESS

Evaluations will be based on a review of submitted SF 294s and SF 295s or eSRS Individual Subcontract Reports (ISR) and Summary Subcontract Reports (SSR) for past conformance to proposed goals. Other Than Small Business offerors will receive a Merit Technical Rating (Excellent, Highly Acceptable, Acceptable, Susceptible of Being Made Acceptable, Unacceptable) on the basis of proposed goals to achieved goals on prior awarded contracts. No risk assessment will be made for this subfactor.

FACTOR 5: DEFENSE LOGISTICS AGENCY MENTORING BUSINESS AGREEMENT (DLA MBA)

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 52.219-9002 (Section L of this solicitation) and 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 (Excellent, Highly Acceptable, Acceptable, Susceptible of Being Made Acceptable, 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 (section L of this solicitation). Each offeror will receive a Merit Technical Rating (Excellent, Highly Acceptable, Acceptable, Susceptible of Being Made Acceptable, 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.

DLAD 52.215-9005 – ABILITYONE (FORMERLY JAVITS-WAGNER-O'DAY ACT ENTITY SUPPORT EVALUATION (DEC 1997))

The AbilityOne proposal provided by the offeror under 52.215-9004 will be evaluated on a comparative basis among all offerors. An offeror that proposes or demonstrates a higher percentage, complexity level, and variety of participation by AbilityOne qualified nonprofit agencies for the blind or other severely disabled as subcontractors beyond those items for which AbilityOne entities are the mandatory source generally will receive a higher rating on this factor during the source selection process. Offerors' proposals for such support will be made a part of any resulting contract for use in determining how well the contractor has adhered to its plan. This plan will be monitored by the cognizant Defense Contract Management Agency activity as a means of assisting the contracting officer in determining how well the contractor has in fact performed. This determination will be one factor used in the placement of orders against multiple-award contracts and/or the exercise of options in the contract's follow-on years (as applicable). Performance on prior contracts in subcontracting with and assisting AbilityOne entities will be used as an element of past performance evaluation in subsequent source selection decisions.
(End of provision)

4. Cost/Price Proposal

The offeror shall have an accounting system, determined by the Government to be adequate to support the Cost Reimbursable and Time and Material line items on the resultant contract. If the Offeror can not prove it possesses such system, **the offer will not be eligible for award.**

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 adjectively 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 SECTION M)