

| | | | | | | | |
|--|--|--|---|---|------------------|-----------------------|--------------|
| SOLICITATION, OFFER AND AWARD | | 1. This Contract Is A Rated Order Under DPAS (15 CFR 700) | | Rating DOA6 | Page 1 | of 68 | Pages |
| 2. Contract Number | | 3. Solicitation Number W52P1J-16-R-0157 | | 4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP) | | 5. Date Issued | |
| 7. Issued By ARMY CONTRACTING COMMAND - RI CCRC-FE ROCK ISLAND, IL 61299-8000 BLDGS 60 & 62 | | Code W52P1J | 8. Address Offer To (If Other Than Item 7) | | | | |
| 6. Requisition/Purchase Number SEE SCHEDULE | | | | | | | |

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

SOLICITATION

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

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

| | | | | | |
|----------------------------------|----------------------------------|--|---------------------------|-------------|--|
| 10. For Information Call: | A. Name ANNA E. WELKER | B. Telephone (No Collect Calls) | | | C. E-mail Address ANNA.E.WELKER.CIV@MAIL.MIL |
| | | Area Code (309) | Number 782-8366 | Ext. | |

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OFFER (Must be fully completed by offeror)

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

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

| | | | | |
|---|---|---|---|--|
| 13. Discount For Prompt Payment (See Section I, Clause No. 52.232-8) | <input type="checkbox"/> 10 Calendar Days (%) | <input type="checkbox"/> 20 Calendar Days (%) | <input type="checkbox"/> 30 Calendar Days (%) | <input type="checkbox"/> Calendar Days (%) |
|---|---|---|---|--|

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|---|----------------------|-------------|----------------------|-------------|
| 14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated): | Amendment No. | Date | Amendment No. | Date |
| | | | | |

| | | | |
|---|-------------|-----------------|--|
| 15A. Name and Address of Offeror | Code | Facility | 16. Name and Title of Person Authorized to Sign Offer (Type or Print) |
| | | | |

| | | | |
|--|--|----------------------|-----------------------|
| 15B. Telephone Number | 15C. Check if Remittance Address is | 17. Signature | 18. Offer Date |
| Area Code Number Ext. | <input type="checkbox"/> Different From Above - Enter such Address In Schedule | | |

AWARD (To be completed by Government)

| | | |
|--|-------------------|---|
| 19. Accepted As To Items Numbered | 20. Amount | 21. Accounting And Appropriation |
| | | |

| | | |
|--|--|-------------------|
| 22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)() | 23. Submit Invoices To Address Shown In (4 copies unless otherwise specified) | Item 25 |
|--|--|-------------------|

| | | | |
|---|-------------|------------------------------------|-------------|
| 24. Administered By (If other than Item 7) | Code | 25. Payment Will Be Made By | Code |
| | | | |

| | | |
|--|---|-----------------------|
| 26. Name of Contracting Officer (Type or Print) | 27. United States Of America (Signature of Contracting Officer) | 28. Award Date |
| | | |

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

| | | |
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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: ANNA E. WELKER
 Buyer Office Symbol/Telephone Number: CCRC-FE/(309)782-8366
 Type of Contract 1: Cost Plus Fixed Fee
 Kind of Contract: Service Contracts

*** End of Narrative A0000 ***

THIS REQUEST FOR PROPOSAL (RFP) WILL BE COMPETED AMONGST ONLY THOSE OFFERORS THAT HOLD AN ENHANCED ARMY GLOBAL LOGISTICS ENTERPRISE (EAGLE) BASIC ORDERING AGREEMENT (BOA) BY THE CLOSING DATE OF THIS RFP. THIS ACQUISITION IS A 100% SMALL BUSINESS SET-ASIDE AND ONLY BOA HOLDERS WHO CAN CERTIFY SMALL BUSINESS STATUS UNDER NAICS CODE 561210 BY THE CLOSING DATE OF THIS RFP WILL BE CONSIDERED FOR AWARD.

A.1 The U.S. Army Rock Island Arsenal, Illinois has a requirement for logistics support services, including maintenance, supply and transportation support.

A.2 This is a DRAFT RFP and supporting documentation for the Rock Island Arsenal requirement. Please note that the terms and conditions that will be contained in the final official RFP will prevail over any terms and conditions provided in this DRAFT RFP or in any Government responses to questions on these DRAFT documents.

All questions on the DRAFT RFP, PWS, attachments and exhibits for the EAGLE Rock Island Arsenal requirement should be submitted using the Microsoft Excel template provided as Attachment 0011 through the EAGLE mailbox usarmy.RIA.acc.mbx.eagle@mail.mil SUBJECT: Rock Island Arsenal W52P1J-16-R-0157 DRAFT RFP Questions. Questions should be submitted in the format provided in Attachment 0011 - Q&A Template. Questions are due by COB 24 August 2016. For each row, the Offeror must provide: Point of Contact Name; Offeror Name; Reference RFP document, paragraph number, page number; and applicable question. The Offeror shall submit a new Attachment 0011 with each submission of questions. The Government will not answer any questions or comments that are not in compliance with this format.

A.3 This RFP is a small business set-aside and will be competed among those Offerors that hold an Enhanced Army Global Logistics Enterprise (EAGLE) Program Basic Ordering Agreement (BOA) who can certify small business status under NAICS Code 561210 by the closing date of this RFP. This RFP will result in a CPFF task order with one (1) 12 month base period, to include a 60 day transition-in period, and four (4) 1-year options, for a total of five (5) years if all options are exercised. The evaluated option periods, which will be awarded at the Government's sole discretion, will be based on need and performance of contractors.

A.4 The period of performance for each Contract Line Item Number (CLIN) from contract award through 1825 Days after contract award is identified below:

CLIN SERVICE PERIOD OF PERFORMANCE:

Base Year (includes 60 day Transition-In): CLINs 0001 0007, Notice to Proceed (NTP) - 365 days after NTP
 Option Year 1: CLINs 1002 - 1007, 366 days after NTP - 730 days after NTP
 Option Year 2: CLINs 2002 - 2007, 731 days after NTP - 1095 days after NTP
 Option Year 3: CLINs 3002 - 3007, 1096 days after NTP - 1460 days after NTP
 Option Year 4: CLINs 4002 - 4007, 1461 days after NTP - 1825 days after NTP

Transition and Fully Operational Capability (FOC) efforts are part of a single requirement and Period of Performance. All Transition efforts are still required to be completed within the first 60 days of performance; however, transition to FOC is part of a seamless process. The Contracting Officer may authorize proceeding into FOC as various elements of transition are complete prior to the end of the 60 day Transition period.

A.5 This Best Value source selection process will include an evaluation of the following three (3) factors: (1) Technical, (2) Past Performance and (3) Cost/Price. A task order award under this EAGLE competition will be made to the Offeror determined to be responsible (in accordance with FAR 9.1) whose proposal conforms to the RFP requirements and is determined to be the lowest evaluated (fair and reasonable) priced proposal that is determined Technically Acceptable.

A.6 The Offeror's proposal shall be valid for 180 days from the closing date of the RFP.

A.7 The incumbent contractor is Joint Logistics Managers, Inc. under contract W52P1-12-C-2000.

A.8 For the purposes of this Task Order RFP:

A Teammate is defined as a Joint Venture partner and/or Subcontractor that is included in the Offeror's BOA Attachment 0002 - Team Arrangement by the closing date of the Task Order RFP.

A.9 Government Furnished Facilities and Equipment are identified in the Technical Exhibits in Section J of this RFP and identified in the Performance Work Statement (PWS).

A.10 Please note that this RFP contains a Section B, "Supplies or Services and Prices/Costs"; however, Offerors are required to

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Name of Offeror or Contractor:

complete and submit the Cost/Price Matrix identified as Attachment 0005.

A.11 The Government intends to conduct a Post Award Conference with the awardee following task order award.

A.12 This RFP should not be discussed with any Government employee except the Procuring Contracting Officer (PCO), Nathan B. Bowers or Contract Specialist, Anna E. Welker. They may be contacted at nathan.b.bowers.civ@mail.mil or anna.e.welker.civ@mail.mil.

A.13 This RFP and any amendments to this RFP shall be issued electronically. Because of this, the Government is under no obligation to maintain an Offerors mailing list. Any EAGLE BOA holders interested in this requirement must periodically access the FEDBIZOPS at <https://www.fbo.gov/> to obtain the RFP and any amendments that may be issued. Failure to provide proposals in accordance with the instructions/format specified in this RFP shall render the Offerors proposal non-compliant. The proposal will not be evaluated and will not be further considered for award.

A.14 The Government is not obligated to provide responses to any questions submitted by Offerors regarding this DRAFT RFP but will consider them and incorporate changes into the RFP as deemed necessary.

A.15 The closing date and time for this RFP is identified on page 1 of this RFP. All proposal documents are due at the time set forth in this RFP.

A.16 The FedBizOpps (FBO.gov) bid response system will be used in this procurement. FBO.gov allows Offerors to electronically submit proposals to RFPs posted on FBO - see Paragraph L.3. Note: links to third party cloud file services or a Drop Box are not acceptable for delivery of proposals.

A.17 There is no requirement for the DD254 Security Form.

A.18 The Government will compare the Offeror's proposal to Section L in order to perform a compliance review. Failure to provide proposals in accordance with the instructions/format specified in this RFP shall render the Offerors proposal non-compliant. The proposal will not be further evaluated and will not be further considered for award.

A.19 Organizational conflict of interest means a situation in which-

- (1) A Government contract requires a contractor to exercise judgment to assist the Government in a matter (such as in drafting specifications or assessing another contractor's proposal or performance) and the contractor or its affiliates have financial or other interests at stake in the matter, so that a reasonable person might have concern that when performing work under the contract, the contractor may be improperly influenced by its own interests rather than the best interests of the Government; or
- (2) A contractor could have an unfair competitive advantage in an acquisition as a result of having performed work on a Government contract, under circumstances such as those described in paragraph (1) of this definition that put the contractor in a position to influence the acquisition.
- (3) If the Contractor identifies an OCI, the Contractor shall make a prompt and full disclosure in writing to the Procuring Contracting Officer (PCO). OCI that arise during performance of the contract, as well as newly discovered conflicts that existed before contract award, shall be disclosed.

A.20 This is a Requirements Contract IAW 52.216-21 for the services specified in the PWS and workload data, and effective for the period of performance identified in Paragraph A.4.

A.21 SITE VISIT INFORMATION

(a) The Government intends to conduct a site visit on Monday, 10 August 2016. There will be a Q&A session immediately following the site visit on 10 August 2016. Only current Small Business BOA holders are permitted to send representatives to the site visit. The maximum number of representatives that can be sent by each Small Business BOA Holder is two (2). For Small Business BOA holders, representatives may be from an approved Teammate or Major Subcontractor. Please note that any Teammate or Major Subcontractor participating in the site visit as a representative shall coordinate this action with the respective Small Business BOA Holder in advance, and all requests to send a representative must originate from the Small Business BOA Holder's point of contact. The Government will not accept a request that does not originate from the Small Business BOA Holder.

(b) The Government intends to conduct one-on-one meetings on 10 August 2016 immediately following the Q&A session. Each one-on-one session will last for 10 minutes. One-on-one meetings are restricted to EAGLE Small Business BOA Holders. If an EAGLE Small Business BOA Holder chooses to allow a Teammate or Major Subcontractor to attend with them, that will be allowed. Each one-on-one meeting will be restricted to two (2) contractor representatives. Scheduling for one-on-one meetings will be on a first come, first served basis.

(c) EAGLE Small Business BOA Holders interested in participating in the site visit and/or one-on-one meetings shall contact the Contracting Officer, Nathan B. Bowers in writing at <mailto:nathan.b.bowers.civ@mail.mil>, with a copy to the Contract Specialist, Anna E. Welker at <mailto:anna.e.welker.civ@mail.mil>. Requests to attend the site visit and/or schedule a one-on-one meeting must be received in writing NLT 1200 Central Time 3 August 2016.

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Name of Offeror or Contractor:

(d) Please provide the following information in your request:

- Last Name, First Name, MI (must match your photo ID)
- Name of the Company for whom you work
- Name of the Small Business BOA holder

(e) Upon providing the information above to the Contracting Officer and Contract Specialist, the details for the site visit and/or one-on-one meeting will be provided with confirmation of registration.

(f) The site visit and the one-on-ones can be considered independent sessions. The Small Business BOA Holders do not need to attend the site visit in order to have a one-on-one meeting, and vice versa.

(g) ACCESS REQUIREMENTS FOR ROCK ISLAND ARSENAL are located on the web at <http://www.usagria.army.mil/AccessRequests/>.

NOTE:

- All first time visitors must process through the Moline Gate Visitor Center
- A visitor pass is required to enter Rock Island Arsenal and the process to obtaining a pass can be found on the web at <http://www.usagria.army.mil/AccessRequests/Process.aspx>.
- Residents of Minnesota, Missouri and Washington require an alternative means of identification above the state drivers license. A list of secondary forms of identification can be found here: <http://www.usagria.army.mil/AccessRequests/RealID.aspx>.

(h) *** NOTE: Small Business BOA Holders are required to pre-register with the Contracting Officer and Contract Specialist by the due date identified in paragraph 21(c).

*** END OF NARRATIVE A0001 ***

Name of Offeror or Contractor:

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

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Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

| <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|--------------------------------|-------------------------------|-------------|
| C-1 52.237-4511 (ACC-RI) | CONTRACTOR MANPOWER REPORTING | MAY/2013 |

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Logistics Support Services for Rock Island Arsenal via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <http://www.ecmra.mil/>, and then click on "Department of the Army CMRA" or the icon of the DoD organization that is receiving or benefitting from the contracted services.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2017. Contractors may direct questions to the help desk by clicking on Send an email which is located under the Help Resources ribbon on the right side of the login page of the applicable Service/Components CMR website".

(End of Statement of Work)

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Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VDFARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|--|-------------|
| E-1 | 52.246-2 | INSPECTION OF SUPPLIES--FIXED-PRICE | AUG/1996 |
| E-2 | 52.246-3 | INSPECTION OF SUPPLIES--COST-REIMBURSEMENT | MAY/2001 |
| E-3 | 52.246-4 | INSPECTION OF SERVICES--FIXED-PRICE | AUG/1996 |
| E-4 | 52.246-5 | INSPECTION OF SERVICES--COST-REIMBURSEMENT | APR/1984 |
| E-5 | 52.246-14 | INSPECTION OF TRANSPORTATION | APR/1984 |
| E-6 | 52.246-16 | RESPONSIBILITY FOR SUPPLIES | APR/1984 |
| E-7 | 52.246-11 | HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT | DEC/2014 |

(a) The contractor shall comply with the higher-level quality standard(s) listed below.

ISO 9001-2008

(b) The contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts in--

(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or

(2) When the technical requirements of a subcontract require--

(i) Control of such things as design, work operations, in-process control, testing and inspection; or

(ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

(End of clause)

| | | |
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Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VDFARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|--|-------------|
| F-1 | 52.242-15 | STOP-WORK ORDER (AUG 1989) -- ALTERNATE I (APR 1984) | APR/1984 |
| F-2 | 52.242-17 | GOVERNMENT DELAY OF WORK | APR/1984 |
| F-3 | 252.211-7007 | REPORTING OF GOVERNMENT-FURNISHED PROPERTY | AUG/2012 |

Name of Offeror or Contractor:

SECTION G - CONTRACT ADMINISTRATION DATA

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

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

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

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

2-IN-1

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

Destination

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

| Field Name in WAWF | Data to be entered in WAWF |
|---------------------------|----------------------------|
| Pay Official DoDAAC | TBD |
| Issue By DoDAAC | TBD |
| Admin DoDAAC | TBD |
| Inspect By DoDAAC | TBD |
| Ship To Code | TBD |
| Ship From Code | TBD |
| Mark For Code | TBD |
| Service Approver (DoDAAC) | TBD |
| Service Acceptor (DoDAAC) | TBD |
| Accept at Other DoDAAC | TBD |
| LPO DoDAAC | TBD |
| DCAA Auditor DoDAAC | TBD |
| Other DoDAAC(s) | TBD |

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

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

N/A

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

N/A

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

(End of clause)

G.1 BILLING INSTRUCTIONS FOR CLIN 0001-0005:

The Contractor is authorized to bill in IAW FAR52.216-7(a)(1).

G.2 Fixed Fee Withholds:

In accordance with FAR Clause 52.216-8 Fixed Fee, the Government will withhold \$TBD (five (5) percent or \$100,000.00, whichever is less, of the total fixed fee applicable to the current period of performance). However, based on information known, the Contracting Officer has the authority to raise the withhold to fifteen (15) percent or \$100,000.00, whichever is less, of the total fixed fee applicable to the current period of performance if the Contracting Officer determines it is in the Government's best interest to do so. The contractor is authorized to invoice fixed fee applicable to the current period of performance up to an amount not to exceed \$TBD per month (8.33 percent of the total fixed fee for the current period of performance). In total the contractor is not authorized to invoice fixed fee above \$TBD (the difference of total fixed fee for the current period of performance less the Government withhold). See Attachment TBD for the specific fee amounts applicable to the current period of performance. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of an adequate certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals. In accordance with FAR 52.216-7 Allowable Cost and Payment (h)(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of FAR 52.216-7, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

The direct labor rates contained in this contract (to include those included by way of incorporation of the contractor's proposal) are considered binding to the following extent. The contractor shall inform the Contracting Officer of any change in rates prior to submitting an invoice containing rates other than those agreed to previously. If the Contracting Officer determines the submitted rate(s) to be unreasonable the contractor shall not execute any action(s) to increase the previously agreed to rate(s) and shall not submit invoice(s) containing rates other than those agreed to previously.

*** END OF NARRATIVE G0001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued

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MOD/AMD

Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

| <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|------------------------|--------------|-------------|
|------------------------|--------------|-------------|

| | | |
|-----------------|---|----------|
| H-1 (ACC-RI) | 52.242-4591 CONTRACTOR PERFORMANCE INFORMATION | DEC/2005 |
|-----------------|---|----------|

The successful offeror/bidder under this solicitation is advised that after contract award its performance under this contract will be subject to an assessment(s) in accordance with FAR 42.15 and AFARS 5142.1503-90. The Department of Defense (DoD) Contractors Performance Assessment Reporting System (CPARS) will be used to maintain the performance report(s) generated on this contract. The rating system to be used in this assessment shall be as follows:

Exceptional (Dark Blue) Performance meets contractual requirements and exceeds many to the Governments benefit. The contractual performance of the element or sub element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

Very Good (Purple) Performance meets contractual requirements and exceeds some to the Governments benefit. The contractual performance of the element or sub element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

Satisfactory (Green) Performance meets contractual requirements. The contractual performance of the element or sub element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

Marginal (Yellow) Performance does not meet some contractual requirements. The contractual performance of the element or sub element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractors proposed actions appear only marginally effective or were not fully implemented.

Unsatisfactory (Red) Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub element contains serious problem(s) for which the contractors corrective actions appear or were ineffective.

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

(End of clause)

(HS7015)

| | | |
|-----------------|---|----------|
| H-2 (ACC-RI) | 52.247-4545 PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION | MAY/1993 |
|-----------------|---|----------|

The bidder/offeror is to fill in the Shipped From address, if different from Place of Performance indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? ____ YES ____ NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

Name of Offeror or Contractor:

(End of clause)

(HS7600)

Section H

H.1 EAGLE BUSINESS RULES - STEP THREE TASK ORDER REQUEST

(a) An Offeror must be a qualified BOA holder by the closing date of the Request for Proposal (RFP). The Government is under no obligation to place an order against an EAGLE BOA.

(b) A Task Order becomes a binding contract at the time of the Government's acceptance of a task order proposal and award of a Task Order per FAR 16.703(c)(1)(iv).

(c) This Task Order is being competed among EAGLE BOA holders who hold a BOA at the time of the closing date of the RFP. No extensions to the RFP will occur for purposes of allowing interested Offerors additional time to become an EAGLE BOA holder.

(d) BOA holders were required to demonstrate the capability to perform all three functional areas in Step Two. That capability may have been achieved with or without Teammates. The Offeror shall propose itself and/or approved Teammates listed in the Offeror's current BOA Attachment 0002 - Team Arrangement when submitting a proposal in Step Three. The Government will verify that the Offeror's proposal includes approved Teammates by comparing the Offeror's proposal to its BOA Attachment 0002 - Team Arrangement as of the closing date of the Step 3 Task Order RFP. Offerors may propose Subcontractors in addition to what is listed in their BOA Attachment 0002 - Team Arrangement if that Subcontractor is being proposed for the purpose of meeting the Offeror's Small Business Participation Proposal in accordance with Sections L and M of the Step 3 Task Order RFP. In Task Order Execution, the awardee shall utilize itself and/or approved Teammates listed in the Offeror's current BOA Attachment 0002 - Team Arrangement. If the awardee has a proposed task order change, the Government will verify that the awardee's proposed task order change, includes approved Teammates by comparing the awardee's proposal to its BOA Attachment 0002 - Team Arrangement as of the submission date of the task order change proposal. Awardees may propose Subcontractors in addition to what is listed in their BOA Attachment 0002 - Team Arrangement if that Subcontractor is being proposed for the purpose of meeting the subcontracting goals during Task Order Execution. Deviations from an Offerors current BOA Attachment 0002 Team Arrangement will only be permitted for specialized, irregular or intermittent requirements and will require approval by the PCO.

(e) If BOA holders demonstrated organizational capability in all three functional areas without the reliance of Teammates in Step Two, then the Offeror is not precluded from proposing Subcontractors in all three functional areas for Step 3 Task Order RFPs and in Task Order Execution. BOA holders who demonstrated organizational capability in one or two of the functional areas without the reliance of Teammates in Step Two may propose Subcontractors for those respective functional area(s) in Step Three Task Order RFPs and in Task Order Execution. For example, if a BOA holder demonstrated organizational capability in Maintenance without the reliance of Teammates in Step Two, then in Step 3 Task Order RFPs and in Task Order Execution, the Offeror may propose/utilize Subcontractor(s) in Maintenance but shall only propose/utilize itself and/or approved Teammates listed in the Offeror's BOA Attachment 0002 - Team Arrangement for Supply and Transportation.

(f) The contractor shall adhere to the prices proposed and agreed to in this resultant task order issued against its BOA. The contractor is not authorized to begin work on an order issued against the BOA until prices have been established. In the event that the Contracting Officer requires work to begin prior to establishment of pricing, failure to reach agreement on price may be disputed under the Disputes clause.

(g) Offerors will certify size standards at the Task Order level.

(h) Failure to comply with any term of the Task Order, to include meeting small business subcontracting goals, may result in negative past performance that could negatively impact the BOA holder's ability to be successful in future Task Order competitions.

(i) Responsibility determinations will be made at Step Three. An otherwise successful Offeror may not be eligible for award if it cannot be determined responsible for any of the reasons in FAR 9.104, including capacity.

H.2 CONTRACTOR PERFORMANCE MANAGEMENT REVIEW

(a) All tasks under this contract will be subject to periodic (not less than quarterly) performance management reviews (PMR). The performance reviews will be written in the form of a Contractor Performance Assessment Report (CPAR) in accordance with the DoD Contractor Performance Assessment Reporting System (CPARS). The PMR can be either positive, outlining best practices or cost savings, or negative in the event the contractor fails to perform as outlined in the PWS, applicable regulations, or PCO direction. PMRs will be provided to the contractor not less than quarterly or as deemed necessary by the COR, Government Program Manager or PCO. The Contractor will receive briefings on the PMR reports and be allowed the opportunity to submit a response. Contract Deficiency Reports (CDRs) and/or Corrective Action Request (CARs) will be reviewed during the PMR, if the Government deems them material. The contractor will present its independent assessment of performance during the PMR. Contractor's presentation will consist of work accomplished, evaluation of work against applicable program metrics (to include schedule), cost savings, lessons learned, forecasted staffing requirements based on anticipated workload, self evaluations/inspection results, corrective actions, funding levels/contractor performance report (financial),

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contractor-employee utilization rates and must address all CARs, CDRs or other notices issued by the PCO.

(b) Contractor Performance Assessment: Currently, the Government uses an escalating system of deficiency reporting: local (on-site) and PCO issued contract discrepancy report (CDR; DA Form 5479). Local deficiency reporting consists of: verbal notification and corrective action requests (CAR). Verbal notification is primarily used for non-repeating, minor nonconformance/discrepancies of tasks that can be re-performed at no additional cost to the government and with minimal impact to the effort. A CAR will be issued by COR/COTR/QAE when previous verbal notifications failed to result in corrective actions or when more/major non-conformance or significant deficiencies exist/occur. The CAR will be issued to the contractor by the COR and forwarded to the PCO through the government program management office/COR for tracking/action. Un-resolved CARs or significant deficiencies will result in the PCO issuing a formal Contractor Discrepancy Report (CDR). CDRs are provided to the contractor's corporate office(s) for action with an assigned suspense date. CDRs are a significant indicator of performance and will be used to substantiate the Government's Contractor Performance Assessment Reporting System (CPARS) input. Performance deficiencies may include any government-identified noncompliance with contract requirements; an activity or action did not take place, or did not take place to the standards of timeliness or quality required. Note, that while the contractor will be given the opportunity for re-performance when possible, significant deficiencies will nevertheless be documented. Use of this escalating deficiency reporting procedure does not, in any way, limit the Government's ability to take corrective action up to and including termination.

(c) Contractor's Fixed Fee will be assessed for validated negative PMRs, unresolved CDRs or as determined by the PCO IAW FAR 52.246-5 using the following schedule: Critical Nonconformance - Contractor's fee will be assessed not less than 10% (ten percent) of the monthly fixed fee in which the critical nonconformance occurred. PCO determination will address the exact fee decrement based on severity, impact to the effort, contractor willingness to resolve and any other factors as deemed relevant by the PCO. Unresolved CDRs - Contractor's fee will be assessed not less than 5% (five percent) of the daily fixed fee starting with first day of delinquency in resolution. Fee reduction percentages are assigned as follows; however, the PCO has the discretion to apply whatever percentage it deems reasonable based on severity, impact to the effort, contractor willingness to resolve and any other factors as deemed relevant by the PCO: Percentage of Fee: Critical: 10% and above (monthly) Major: 7-10% (daily) Minor: 5-7% (daily) The Contractor will be given the opportunity to comment and respond to issued CARs and/or CDRs during the PMR prior to the Government executing a fee decrement. Definitions: Critical nonconformance - a nonconformance that is likely to result in hazardous or unsafe conditions for individuals using, maintaining, or depending upon the supplies or services; or is likely to prevent performance of a vital agency mission. Repeated or unresolved major nonconformance will result in re-designation as critical nonconformance. Major nonconformance - a nonconformance, other than critical, that is likely to result in failure of the supplies or services, or to materially reduce the usability of the supplies or services for their intended purpose. Repeated or unresolved minor nonconformance will result in re-designation as major nonconformance. Minor nonconformance - a nonconformance that is not likely to materially reduce the usability of the supplies or services for their intended purpose, or is a departure from established standards having little bearing on the effective use or operation of the supplies or services. Unresolved CDR - a CDR remaining unresolved, or unacknowledged, past the PCO established suspense date. May be re-designated as minor, major or critical based on the PCO independent determination. Daily Fee - The yearly fixed fee amount divided by 12 months divided by 30 days.

H.3 PURCHASING AND INVOICING PROCEDURES

The Government and Contractor shall utilize the procedures outlined in the Purchasing and Invoicing Guide (Attachment 0009). This guide details the process that the United States Government (USG) will use to conduct and oversee contractor purchasing and invoicing on this task order. Each step in the process will be described in detail along with the responsibilities of each individual position. It is the intent of the Government that the process will be sufficient for detailed cost accounting and approval without negatively impacting the contractor's ability to provide Maintenance, Supply and Transportation services at Rock Island Arsenal, IL. If the process is found to negatively impact operations it will be re-evaluated by the USG and updated appropriately to achieve the desired effect.

Final invoice for the Transition-In CLIN shall be submitted no later than 7 days after the end of CLIN 0001's period of performance.

H.4 GOVERNMENT PROPERTY

In the event that Government property accountable to this contract is lost, damaged, destroyed or stolen, the Contractor shall promptly perform an investigation and provide a report to the Contracting Officer or the Contracting Officers representative IAW FAR 52.245-1(f)(1)(vi) and DFARS 252.245-7002 Reporting Loss of Government Property. The Contracting Officer shall review the Contractor's report and, if the Contracting Officer deems necessary, may perform an additional independent investigation in accordance with FAR 52.245-1(g). In accordance with FAR 52.245-1(g)(3) should it be determined by the Government that the Contractors (or subcontractors) property management practices are inadequate or not acceptable for the effective management and control of Government property under this contract, or present an undue risk to the Government, the Contractor shall prepare a corrective action plan and take all necessary corrective actions as specified by the schedule within the corrective action plan. The Contracting Officer may, in writing, revoke the Government's assumption of risk for loss, theft, damage or destruction, due to a determination under FAR 52.245-1(g) that the Contractors property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contracting Officer revokes the Government's assumption of liability and holds the Contractor liable, the Contractor may not charge the Government for the loss, theft, damage or destruction of Government property or any costs

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associated thereof except as provided in accordance with FAR 52.245-1 (h) (1) (iii). The Contracting Officer may delegate the investigation to an appropriate Government representative of the Contracting Officer's choosing.

H.5 If the Offeror and/or Teammate(s)/Subcontractor(s) proposals include indirect expense rate(s) which were determined by the Government to be not fully supported, those rates will be capped at the proposed rates for evaluation purposes and contract execution. The following rate(s) is/are hereby capped from the Offeror's and/or Teammate(s)/Subcontractor(s) Cost/Price proposal dated DD MONTH YYYY for the life of this task order: Offeror's: TBD Capped Rate(s): (Insert applicable capped rate(s) at XX%, i.e., Overhead, G&A, Business Unit Overhead) Teammate/Subcontractors(s) Name(s): TBDCapped Rate(s): (Insert applicable capped rates(s), are capped as provided in proposal dated DD MONTH YYYY.

H.6 POST - AWARD CONFERENCE: The Contractor agrees to attend any post-award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

*** END OF NARRATIVE H0001 ***

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SECTION I - CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VDFARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|------|------------------------|--|-------------|
| I-1 | 52.202-1 | DEFINITIONS | NOV/2013 |
| I-2 | 52.203-3 | GRATUITIES | APR/1984 |
| I-3 | 52.203-5 | COVENANT AGAINST CONTINGENT FEES | MAY/2014 |
| I-4 | 52.203-6 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT | SEP/2006 |
| I-5 | 52.203-7 | ANTI-KICKBACK PROCEDURES | MAY/2014 |
| I-6 | 52.203-8 | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY | MAY/2014 |
| I-7 | 52.203-10 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY | MAY/2014 |
| I-8 | 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | OCT/2010 |
| I-9 | 52.203-16 | PREVENTING PERSONAL CONFLICTS OF INTEREST | DEC/2011 |
| I-10 | 52.204-2 | SECURITY REQUIREMENTS | AUG/1996 |
| I-11 | 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER | MAY/2011 |
| I-12 | 52.204-9 | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL | JAN/2011 |
| I-13 | 52.204-10 | REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS | OCT/2015 |
| I-14 | 52.204-13 | SYSTEM FOR AWARD MANAGEMENT MAINTENANCE | JUL/2013 |
| I-15 | 52.204-18 | COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE | JUL/2016 |
| I-16 | 52.208-9 | CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES | MAY/2014 |
| I-17 | 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | OCT/2015 |
| I-18 | 52.209-9 | UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS | JUL/2013 |
| I-19 | 52.210-1 | MARKET RESEARCH | APR/2011 |
| I-20 | 52.211-15 | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS | APR/2008 |
| I-21 | 52.215-2 | AUDIT AND RECORDS--NEGOTIATIONS | OCT/2010 |
| I-22 | 52.215-8 | ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT | OCT/1997 |
| I-23 | 52.215-10 | PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA | AUG/2011 |
| I-24 | 52.215-12 | SUBCONTRACTOR CERTIFIED COST OR PRICING DATA | OCT/2010 |
| I-25 | 52.215-13 | SUBCONTRACTOR CERTIFIED COST OR PRICING DATA--MODIFICATIONS | OCT/2010 |
| I-26 | 52.215-15 | PENSION ADJUSTMENTS AND ASSET REVERSIONS | OCT/2010 |
| I-27 | 52.215-18 | REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS | JUL/2005 |
| I-28 | 52.215-23 | LIMITATIONS ON PASS-THROUGH CHARGES | OCT/2009 |
| I-29 | 52.216-8 | FIXED FEE | JUN/2011 |
| I-30 | 52.216-26 | PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION | DEC/2002 |
| I-31 | 52.219-6 | NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE | NOV/2011 |
| I-32 | 52.219-8 | UTILIZATION OF SMALL BUSINESS CONCERNS | OCT/2014 |
| I-33 | 52.219-13 | NOTICE OF SET-ASIDE OF ORDERS | NOV/2011 |
| I-34 | 52.219-14 | LIMITATIONS ON SUBCONTRACTING | NOV/2011 |
| I-35 | 52.222-1 | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES | FEB/1997 |
| I-36 | 52.222-3 | CONVICT LABOR | JUN/2003 |
| I-37 | 52.222-4 | CONTRACT WORK HOURS AND SAFETY STANDARDS--OVERTIME COMPENSATION | MAY/2014 |
| I-38 | 52.222-17 | NONDISPLACEMENT OF QUALIFIED WORKERS | MAY/2014 |
| I-39 | 52.222-19 | CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES | FEB/2016 |
| I-40 | 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES | APR/2015 |
| I-41 | 52.222-26 | EQUAL OPPORTUNITY | APR/2015 |
| I-42 | 52.222-37 | EMPLOYMENT REPORTS ON VETERANS | FEB/2016 |
| I-43 | 52.222-40 | NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT | DEC/2010 |
| I-44 | 52.222-41 | SERVICE CONTRACT LABOR STANDARDS | MAY/2014 |
| I-45 | 52.222-43 | FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) | MAY/2014 |
| I-46 | 52.222-50 | COMBATING TRAFFICKING IN PERSONS | MAR/2015 |

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| I-47 | 52.222-54 | EMPLOYMENT ELIGIBILITY VERIFICATION | OCT/2015 |
| I-48 | 52.222-55 | MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 | DEC/2015 |
| I-49 | 52.223-2 | AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS | SEP/2013 |
| I-50 | 52.223-5 | POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION | MAY/2011 |
| I-51 | 52.223-6 | DRUG-FREE WORKPLACE | MAY/2001 |
| I-52 | 52.223-10 | WASTE REDUCTION PROGRAM | MAY/2011 |
| I-53 | 52.223-12 | MAINTENANCE, SERVICE, REPAIR, OR DISPOSAL OF REFRIGERATION EQUIPMENT AND AIR CONDITIONERS | JUN/2016 |
| I-54 | 52.223-15 | ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS | DEC/2007 |
| I-55 | 52.223-16 | ACQUISITION OF EPEAT[supreg]-REGISTERED PERSONAL COMPUTER PRODUCTS (OCT 2015) -- ALTERNATE I (JUN 2014) | JUN/2014 |
| I-56 | 52.223-17 | AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS | MAY/2008 |
| I-57 | 52.223-18 | ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING | AUG/2011 |
| I-58 | 52.223-19 | COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS | MAY/2011 |
| I-59 | 52.224-1 | PRIVACY ACT NOTIFICATION | APR/1984 |
| I-60 | 52.224-2 | PRIVACY ACT | APR/1984 |
| I-61 | 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES | JUN/2008 |
| I-62 | 52.227-1 | AUTHORIZATION AND CONSENT | DEC/2007 |
| I-63 | 52.227-2 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT | DEC/2007 |
| I-64 | 52.228-5 | INSURANCE--WORK ON A GOVERNMENT INSTALLATION | JAN/1997 |
| I-65 | 52.228-7 | INSURANCE--LIABILITY TO THIRD PERSONS | MAR/1996 |
| I-66 | 52.229-3 | FEDERAL, STATE, AND LOCAL TAXES | FEB/2013 |
| I-67 | 52.232-1 | PAYMENTS | APR/1984 |
| I-68 | 52.232-8 | DISCOUNTS FOR PROMPT PAYMENT | FEB/2002 |
| I-69 | 52.232-9 | LIMITATION ON WITHHOLDING OF PAYMENTS | APR/1984 |
| I-70 | 52.232-11 | EXTRAS | APR/1984 |
| I-71 | 52.232-17 | INTEREST | MAY/2014 |
| I-72 | 52.232-20 | LIMITATION OF COST | APR/1984 |
| I-73 | 52.232-22 | LIMITATION OF FUNDS | APR/1984 |
| I-74 | 52.232-23 | ASSIGNMENT OF CLAIMS (MAY 2014) -- ALTERNATE I (APR 1984) | APR/1984 |
| I-75 | 52.232-25 | PROMPT PAYMENT (JUL 2013) - ALTERNATE I (FEB 2002) | FEB/2002 |
| I-76 | 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT | JUL/2013 |
| I-77 | 52.232-39 | UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS | JUN/2013 |
| I-78 | 52.232-40 | PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS | DEC/2013 |
| I-79 | 52.233-1 | DISPUTES | MAY/2014 |
| I-80 | 52.233-3 | PROTEST AFTER AWARD | AUG/1996 |
| I-81 | 52.233-3 | PROTEST AFTER AWARD (AUG 1996) -- ALTERNATE I (JUN 1985) | JUN/1985 |
| I-82 | 52.233-4 | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM | OCT/2004 |
| I-83 | 52.237-2 | PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION | APR/1984 |
| I-84 | 52.237-3 | CONTINUITY OF SERVICES | JAN/1991 |
| I-85 | 52.242-1 | NOTICE OF INTENT TO DISALLOW COSTS | APR/1984 |
| I-86 | 52.242-3 | PENALTIES FOR UNALLOWABLE COSTS | MAY/2014 |
| I-87 | 52.242-4 | CERTIFICATION OF FINAL INDIRECT COSTS | JAN/1997 |
| I-88 | 52.242-13 | BANKRUPTCY | JUL/1995 |
| I-89 | 52.243-1 | CHANGES--FIXED PRICE (AUG 1987) -- ALTERNATE I (APR 1984) | APR/1984 |
| I-90 | 52.243-2 | CHANGES - COST-REIMBURSEMENT (AUG 1987) -- ALTERNATE I (APR 1984) | APR/1984 |
| I-91 | 52.243-2 | CHANGES - COST REIMBURSEMENT (AUG 1987) -- ALTERNATE II (APR 1984) | APR/1984 |
| I-92 | 52.244-5 | COMPETITION IN SUBCONTRACTING | DEC/1996 |
| I-93 | 52.244-6 | SUBCONTRACTS FOR COMMERCIAL ITEMS | JUN/2016 |
| I-94 | 52.245-1 | GOVERNMENT PROPERTY | APR/2012 |
| I-95 | 52.245-1 | GOVERNMENT PROPERTY (APR 2012) -- ALTERNATE I (APR 2012) | APR/2012 |
| I-96 | 52.245-9 | USE AND CHARGES | APR/2012 |
| I-97 | 52.247-63 | PREFERENCE FOR U.S.-FLAG AIR CARRIERS | JUN/2003 |
| I-98 | 52.248-1 | VALUE ENGINEERING | OCT/2010 |
| I-99 | 52.249-2 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) | APR/2012 |
| I-100 | 52.249-4 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) | APR/1984 |
| I-101 | 52.249-6 | TERMINATION (COST REIMBURSEMENT) | MAY/2004 |
| I-102 | 52.249-8 | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) | APR/1984 |
| I-103 | 52.249-8 | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) -- ALTERNATE I (APR 1984) | APR/1984 |

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| I-104 | 52.249-14 | EXCUSABLE DELAYS | APR/1984 |
| I-105 | 52.251-1 | GOVERNMENT SUPPLY SOURCES | APR/2012 |
| I-106 | 52.251-2 | INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES | JAN/1991 |
| I-107 | 52.253-1 | COMPUTER GENERATED FORMS | JAN/1991 |
| I-108 | 252.201-7000 | CONTRACTING OFFICER'S REPRESENTATIVE | DEC/1991 |
| I-109 | 252.203-7000 | REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS | SEP/2011 |
| I-110 | 252.203-7001 | PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES | DEC/2008 |
| I-111 | 252.203-7002 | REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS | SEP/2013 |
| I-112 | 252.203-7003 | AGENCY OFFICE OF THE INSPECTOR GENERAL | DEC/2012 |
| I-113 | 252.204-7000 | DISCLOSURE OF INFORMATION | AUG/2013 |
| I-114 | 252.204-7003 | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT | APR/1992 |
| I-115 | 252.204-7004 | ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT | FEB/2014 |
| I-116 | 252.204-7005 | ORAL ATTESTATION OF SECURITY RESPONSIBILITIES | NOV/2001 |
| I-117 | 252.204-7006 | BILLING INSTRUCTIONS | OCT/2005 |
| I-118 | 252.204-7012 | SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING | DEC/2015 |
| I-119 | 252.204-7015 | NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT | MAY/2016 |
| I-120 | 252.205-7000 | PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS | DEC/1991 |
| I-121 | 252.209-7004 | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY | OCT/2015 |
| I-122 | 252.215-7000 | PRICING ADJUSTMENTS | DEC/2012 |
| I-123 | 252.215-7002 | COST ESTIMATING SYSTEM REQUIREMENTS | DEC/2012 |
| I-124 | 252.217-7028 | OVER AND ABOVE WORK | DEC/1991 |
| I-125 | 252.222-7006 | RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS | DEC/2010 |
| I-126 | 252.223-7002 | SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES | MAY/1994 |
| I-127 | 252.223-7003 | CHANGE IN PLACE OF PERFORMANCE--AMMUNITION AND EXPLOSIVES | DEC/1991 |
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| I-155 | 252.243-7001 | PRICING OF CONTRACT MODIFICATIONS | DEC/1991 |
| I-156 | 252.243-7002 | REQUESTS FOR EQUITABLE ADJUSTMENT | DEC/2012 |
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| I-159 | 252.245-7001 | TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY | APR/2012 |
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| I-161 | 252.245-7003 | CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION | APR/2012 |
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| I-166 | 252.247-7023 | TRANSPORTATION OF SUPPLIES BY SEA--BASIC | APR/2014 |
| I-167 | 252.251-7000 | ORDERING FROM GOVERNMENT SUPPLY SOURCES | AUG/2012 |
| I-168 | 252.251-7001 | USE OF INTERAGENCY FLEET MANAGEMENT SYSTEM (IFMS) VEHICLES AND RELATED SERVICES | DEC/1991 |
| I-169 | 52.215-21 | REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010) -- ALTERNATE IV (OCT 2010) | OCT/2010 |

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

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

(End of Clause)

| | | | |
|-------|----------|----------------------------|----------|
| I-170 | 52.216-7 | ALLOWABLE COST AND PAYMENT | JUN/2013 |
|-------|----------|----------------------------|----------|

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term costs includes only --

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for --

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractors payment request to the Government;

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(B) Materials issued from the Contractors inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check or other form of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless

(i) The Contractors practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractors indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractors expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractors actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractors proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary

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schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General Organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at [://www.whitehouse.gov/omb/procurement_index_exec_comp/](http://www.whitehouse.gov/omb/procurement_index_exec_comp/).

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

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(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify

- (i) the agreed-upon final annual indirect cost rates,
- (ii) the bases to which the rates apply,
- (iii) the periods for which the rates apply,
- (iv) any specific indirect cost items treated as direct costs in the settlement, and
- (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates.

The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

- (A) Determine the amounts due to the Contractor under the contract; and
- (B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates --

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be --

- (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or
- (2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver --

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(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except --

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of Clause)

I-171 52.216-21 REQUIREMENTS OCT/1995

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after contract expiration.

(End of Clause)

I-172 52.217-8 OPTION TO EXTEND SERVICES NOV/1999

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

(End of Clause)

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I-173 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; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 FIVE (5) YEARS.

(End of Clause)

I-174 52.222-2 PAYMENT FOR OVERTIME PREMIUMS JUL/1990

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed ZERO or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall --

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

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

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

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

(End of Clause)

I-175 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES MAY/2014

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:
It is not a Wage Determination

Employee Class Monetary Wage -- Fringe Benefits

Please see the website for rate equivalents:
http://www.dol.gov/

(End of Clause)

I-176 52.244-2 SUBCONTRACTS OCT/2010

Name of Offeror or Contractor:

(a) Definitions. As used in this clause

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) or this clause.

(c) If the contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the national Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For contracts awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: 20%

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting --

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each

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I-178 252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES SEP/1999

(a) Definition. Arms, ammunition, and explosives (AA&E), as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

| NOMENCLATURE | NATIONAL STOCK NUMBER | SENSITIVITY/ CATEGORY |
|--------------|-----------------------|-----------------------|
| TBD | TBD | TBD |

(c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Security Service (DSS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DSS field office of any subcontract involving AA&E within 10 days after award of the subcontract.

(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier--

- (1) For the development, production, manufacture, or purchase of AA&E; or
- (2) When AA&E will be provided to the subcontractor as Government-furnished property.

(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

(End of clause)

I-179 252.237-7023 CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES OCT/2010

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

(1) Essential contractor service means a service provided by a firm or individual under contract to DoD to support mission-essential functions, such as support of vital systems, including ships owned, leased, or operated in support of military missions or roles at sea; associated support activities, including installation, garrison, and base support services; and similar services provided to foreign military sales customers under the Security Assistance Program. Services are essential if the effectiveness of defense systems or operations has the potential to be seriously impaired by the interruption of these services, as determined by the appropriate functional commander or civilian equivalent.

(2) Mission-essential functions means those organizational activities that must be performed under all circumstances to achieve DoD component missions or responsibilities, as determined by the appropriate functional commander or civilian equivalent. Failure to perform or sustain these functions would significantly affect DoD's ability to provide vital services or exercise authority, direction, and control.

(b) The Government has identified all or a portion of the contractor services performed under this contract as essential contractor services in support of mission-essential functions. These services are listed in attachment Attachment 0013, Mission-Essential Contractor Services.

(c)(1) The Mission-Essential Contractor Services Plan submitted by the Contractor, is incorporated in this contract.

(2) The Contractor shall maintain and update its plan as necessary. The Contractor shall provide all plan updates to the Contracting Officer for approval.

(3) As directed by the Contracting Officer, the Contractor shall participate in training events, exercises, and drills associated with Government efforts to test the effectiveness of continuity of operations procedures and practices.

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(d)(1) Notwithstanding any other clause of this contract, the Contractor shall be responsible to perform those services identified as essential contractor services during crisis situations (as directed by the Contracting Officer), in accordance with its Mission-Essential Contractor Services Plan.

(2) In the event the Contractor anticipates not being able to perform any of the essential contractor services identified in accordance with paragraph (b) of this clause during a crisis situation, the Contractor shall notify the Contracting Officer or other designated representative as expeditiously as possible and use its best efforts to cooperate with the Government in the Government's efforts to maintain the continuity of operations.

(e) The Government reserves the right in such crisis situations to use Federal employees, military personnel, or contract support from other contractors, or to enter into new contracts for essential contractor services.

(f) Changes. The Contractor shall segregate and separately identify all costs incurred in continuing performance of essential services in a crisis situation. The Contractor shall notify the Contracting Officer of an increase or decrease in costs within ninety days after continued performance has been directed by the Contracting Officer, or within any additional period that the Contracting Officer approves in writing, but not later than the date of final payment under the contract. The Contractor's notice shall include the Contractor's proposal for an equitable adjustment and any data supporting the increase or decrease in the form prescribed by the Contracting Officer. The parties shall negotiate an equitable price adjustment to the contract price, delivery schedule, or both as soon as is practicable after receipt of the Contractor's proposal.

(g) The Contractor shall include the substance of this clause, including this paragraph (g), in subcontracts for the essential services.

(End of clause)

I-180 52.228-4567 REQUIRED INSURANCE DEC/2010
(ACC-RI)

Pursuant to paragraph (a) of FAR Clause 52.228-5, Insurance Work on a Government Installation, or FAR Clause 52.228-7, Insurance Liability to Third Persons, the Contractor shall procure and maintain the following insurance during the entire period of performance under this contract:

| <u>TYPE</u> | <u>AMOUNT</u> |
|---|--|
| Workers Compensation | As required by Law |
| Employers Liability | Minimum liability limit \$100,000 |
| General Liability | Minimum bodily injury limits, \$500,000 per occurrence |
| Automobile Liability | Minimum liability of \$200,000 per person, \$500,000 per occurrence for bodily injury, and \$20,000 per occurrence for property damage |
| Aircraft Public and Passenger Liability | DOES NOT APPLY |
| Vessel Collision Liability | DOES NOT APPLY |

(End of clause)

(IS6020)

I-181 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT OCT/2015
(a) Definitions. As used in this clause--

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

"Full cooperation"--

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors and investigators' request for documents and access to employees with information;

Name of Offeror or Contractor:

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require--

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from--

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

"United States," means the 50 States, the District of Columbia, and outlying areas.

(b) Code of business ethics and conduct.

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall--

(i) Have a written code of business ethics and conduct; and

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall--

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed--

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractors disclosure as confidential where the information has been marked confidential or proprietary by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organizations jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

Name of Offeror or Contractor:

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractors standards and procedures and other aspects of the Contractors business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individuals respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractors principals and employees, and as appropriate, the Contractors agents and subcontractors.

(2) An internal control system.

(i) The Contractors internal control system shall--

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractors internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractors code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractors code of business ethics and conduct and the special requirements of Government contracting, including--

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) Subcontracts.

Name of Offeror or Contractor:

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5,500,000 and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)

I-182 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS DEC/2014

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

I-183 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES OCT/1997

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

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

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

(b) The Contractor shall --

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

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractors ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

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

(End of Clause)

I-184 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION JUL/2013

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

"Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

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Name of Offeror or Contractor:

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code _____ assigned to contract number _____. [Contractor to sign and date and insert authorized signer's name and title].

(End of clause)

I-185 52.222-35 EQUAL OPPORTUNITY FOR VETERANS OCT/2015
(a) Definitions. As used in this clause--

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

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

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

(End of clause)

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Name of Offeror or Contractor:

I-186 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES JUL/2014

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I-187 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA JAN/1997

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

| | |
|------------------------|--------------------|
| Material | Identification No. |
| (If none, insert None) | |

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

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(End of Clause)

I-188 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 this/these address:

<http://www.acq.osd.mil/dpap/dars/far.html> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <http://farsite.hill.af.mil/VFAFARA.HTM>

(End of Clause)

I-189 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

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

(End of Clause)

I-190 252.223-7001 HAZARD WARNING LABELS DEC/1991

(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

| | |
|----------------------------------|-------|
| MATERIAL (If None, Insert None.) | ACT |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials

| | | |
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not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

| <u>List of Addenda</u> | <u>Title</u> | <u>Date</u> | <u>Number of Pages</u> | <u>Transmitted By</u> |
|------------------------|--|-------------|------------------------|-----------------------|
| Exhibit A | DRAFT TE 1 M-S-T-001 FUNCTIONAL LABOR CATEGORY 1 HOURS | 19-JUL-2016 | 001 | |
| Exhibit B | DRAFT TE 1G-001 ROCK ISLAND ARSENAL SUPPORTED ORGANIZATIONS | 23-MAY-2016 | 001 | |
| Exhibit C | DRAFT TE 1G-003 HOURS OF OPERATION | 27-JUL-2016 | 001 | |
| Exhibit D | DRAFT TE 1G-005 KEY AND SPECIFIED NON KEY POSITIONS | 27-JUL-2016 | 003 | |
| Exhibit E | DRAFT TE 3G-001 GOVERNMENT FURNISHED FACILITIES | 27-JUL-2016 | 003 | |
| Exhibit F | EX F DRAFT TE 3G-002 GOVERNMENT FURNISHED EQUIPMENT | 27-JUL-2016 | 001 | |
| Exhibit G | EX G DRAFT TE 3G-003 GENERAL SERVICES ADMINISTRATION (GSA) VEHICLES | 27-JUL-2016 | 001 | |
| Exhibit H | EX H DRAFT TE 4G-001 INDIVIDUAL TOOL SAMPLE LISTING | 27-JUL-2016 | 004 | |
| Exhibit J | EX J DRAFT TE 5M-001 RIA MAINTENANCE DENSITY | 27-JUL-2016 | 008 | |
| Exhibit K | EX K DRAFT TE 5M-003 INVENTORY OF LOCKS AND KEYS | 27-JUL-2016 | 001 | |
| Exhibit L | EX L DRAFT TE 5M-004 DISCLOSURE OF HAZARDOUS SUBSTANCES (CDRL MMD-01) | 27-JUL-2016 | 002 | |
| Exhibit M | EX M DRAFT TE 5S-006 CAUSATIVE RESEARCH REPORT (CDRL SS-02) | 27-JUL-2016 | 001 | |
| Exhibit N | EX N DRAFT TE 5T-001 TRANSPORTATION STATISTICAL DATA REPORT (CDRL ITD 01) | 27-JUL-2016 | 008 | |
| Exhibit P | CDRL PORTFOLIO | 27-JUL-2016 | 015 | |
| Attachment 0001 | DRAFT ROCK ISLAND ARSENAL PERFORMANCE WORK STATEMENT (PWS) | 27-JUL-2016 | 121 | |
| Attachment 0002 | DRAFT STAFFING LABOR MIX | 09-FEB-2016 | 002 | |
| Attachment 0003 | DRAFT PERFORMANCE QUESTIONNAIRE | 27-JUL-2016 | 001 | |
| Attachment 0004 | DRAFT LETTER OF CONSENT | 27-JUL-2016 | 001 | |
| Attachment 0005 | DRAFT COST-PRICE MATRIX | 27-JUL-2016 | 002 | |
| Attachment 0006 | DRAFT SF1408 | 27-JUL-2016 | 003 | |
| Attachment 0007 | DRAFT DEPARTMENT OF LABOR WAGE DETERMINATIONS | 25-JUL-2016 | 010 | |
| Attachment 0008 | DRAFT COLLECTIVE BARGAINING AGREEMENT (CBA) | 27-JUL-2016 | 030 | |
| Attachment 0009 | DRAFT PURCHASING & INVOICING GUIDE | 27-JUL-2016 | 010 | |
| Attachment 0010 | DRAFT BLOCKED FILE EXTENSIONS | 01-JAN-2016 | 001 | |
| Attachment 0011 | DRAFT Q&A TEMPLATE | 27-JUL-2016 | 001 | |
| Attachment 0012 | NOT APPLICABLE | 27-JUL-2016 | | |
| Attachment 0013 | DRAFT MISSION ESSENTIAL CONTRACTOR SERVICES | 27-JUL-2016 | 001 | |
| Attachment 0014 | NOT APPLICABLE | 27-JUL-2016 | | |
| Attachment 0015 | NOT APPLICABLE | 27-JUL-2016 | | |
| Attachment 0016 | DRAFT SUBCONTRACTOR COST INFORMATION SUBMISSION | 27-JUL-2016 | 001 | |
| Attachment 0017 | DRAFT CBA TO SCA CROSSWALK | 27-JUL-2016 | 001 | |
| Attachment 0018 | DRAFT GOVERNMENT PCOS | 27-JUL-2016 | 001 | |

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

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VDFARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|--|-------------|
| K-1 | 52.222-38 | COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS | FEB/2016 |
| K-2 | 52.237-8 | RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS | AUG/2003 |
| K-3 | 252.203-7005 | REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS | NOV/2011 |
| K-4 | 252.204-7008 | COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS | DEC/2015 |
| K-5 | 252.227-7017 | IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS | JAN/2011 |
| K-6 | 252.227-7028 | TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT | JUN/1995 |
| K-7 | 52.204-8 | ANNUAL REPRESENTATIONS AND CERTIFICATIONS | APR/2016 |

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561210.

(2) The small business size standard is \$35.5 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

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

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

Name of Offeror or Contractor:

- (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations Representation.
- (vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (viii) 52.214-14, Place of Performance Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (ix) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (x) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (xi) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiv) 52.222-38, Compliance with Veterans Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xvi) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA designated items.
- (xvii) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xviii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.
- (D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xix) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xx) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan Certification. This provision applies to all solicitations.
- (xxi) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

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and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

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

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

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

(vi) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

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

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

(ix) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer:

- (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.
- (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.
- (iii) 252.225-7020, Trade Agreements Certificate.
- Use with Alternate I.
- (iv) 252.225-7031, Secondary Arab Boycott of Israel.
- (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.
- Use with Alternate I.
- Use with Alternate II.
- Use with Alternate III.
- Use with Alternate IV.
- Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.acquisition.gov/>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| FAR/DFARS Provision # | Title | Date | Change |
|--------------------------|-------|-------|--------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

Name of Offeror or Contractor:

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

(End of provision)

K-9 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS

JUL/2013

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(End of provision)

K-10 252.203-7996 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN

OCT/2015

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Name of Offeror or Contractor:(DEV 2016- INTERNAL CONFIDENTIALITY AGREEMENTS--REPRESENTATION (DEVIATION 2016-
00003) 00003)

(a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 114-53) and any subsequent FY 2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in section 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds appropriated (or otherwise made available) by this or any other Act may be used for a contract with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) Representation. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

K-11 252.209-7993 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX FEB/2014
(DEV 2014- LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW--FISCAL YEAR
00009) 2014 APPROPRIATIONS (DEVIATION 2014-00009)

(a) In accordance with sections 8113 and 8114 of the Department of Defense Appropriations Act, 2014, and sections 414 and 415 of the Military Construction and Veterans Affairs and Related Agencies Appropriations Act, 2014 (Public Law 113-76, Divisions C and J), none of the funds made available by those divisions (including Military Construction funds) may be used to enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

(1) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

K-12 252.209-7994 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX OCT/2013
(DEV 2014- LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW--FISCAL YEAR
00004) 2014 APPROPRIATIONS (DEV 2014-00004)

(a) In accordance with section 101(a) of Division A of the Continuing Appropriations Act, 2014 (Pub. L. 113-46), none of the funds made available by that Act for DoD (including Military Construction funds) may be used to enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

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(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

(1) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

K-13 252.209-7995 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX APR/2013
(DEV 2013- LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW -- FISCALYEAR
00010) 2013 APPROPRIATIONS (DEV 2013-00010)

(a) In accordance with sections 8112 and 8113 of Division C and sections 514 and 515 of Division E of the Consolidated and Further Continuing Appropriations Act, 2013, (Pub. L. 113-6), none of the funds made available by that Act for DoD (including Military Construction funds) may be used to enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

(1) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

K-14 252.209-7999 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX JAN/2012
(DEV 2012- LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION
00004) 2012-00004)

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012, (Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

| | | |
|---------------------------|--|----------------------|
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Name of Offeror or Contractor:

(1) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VDFARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|------|------------------------|--|-------------|
| L-1 | 52.204-7 | SYSTEM FOR AWARD MANAGEMENT | JUL/2013 |
| L-2 | 52.204-16 | COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING | JUL/2016 |
| L-3 | 52.215-1 | INSTRUCTIONS TO OFFERORS--COMPETITIVE | JAN/2004 |
| L-4 | 52.215-16 | FACILITIES CAPITAL COST OF MONEY | JUN/2003 |
| L-5 | 52.215-22 | LIMITATIONS ON PASS-THROUGH CHARGES -- IDENTIFICATION OF SUBCONTRACT EFFORT | OCT/2009 |
| L-6 | 52.222-24 | PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION | FEB/1999 |
| L-7 | 52.237-1 | SITE VISIT | APR/1984 |
| L-8 | 252.215-7008 | ONLY ONE OFFER | OCT/2013 |
| L-9 | 252.225-7003 | REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-- SUBMISSION WITH OFFER | OCT/2015 |
| L-10 | 52.215-20 | REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010) -- ALTERNATE IV (OCT 2010) | OCT/2010 |

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

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

(End of clause)

| | | | |
|------|----------|------------------|----------|
| L-11 | 52.216-1 | TYPE OF CONTRACT | APR/1984 |
|------|----------|------------------|----------|

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

(End of Provision)

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|------|----------|--------------------|----------|
| L-12 | 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:

Army Contracting Command - Rock Island
 ATTN: Mr. Nathan Bowers
 3055 Rodman Avenue
 Rock Island, IL 61299-8000

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

(End of Provision)

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L-13 252.237-7024 NOTICE OF CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES OCT/2010

(a) Definitions. Essential contractor service and mission-essential functions have the meanings given in the clause at 252.237-7023, Continuation of Essential Contractor Services, in this solicitation.

(b) The offeror shall provide with its offer a written plan describing how it will continue to perform the essential contractor services listed in Attachment 0013, Mission Essential Contractor Services, during periods of crisis. The offeror shall--

(1) Identify provisions made for the acquisition of essential personnel and resources, if necessary, for continuity of operations for up to 30 days or until normal operations can be resumed;

(2) Address in the plan, at a minimum --

(i) Challenges associated with maintaining essential contractor services during an extended event, such as a pandemic that occurs in repeated waves;

(ii) The time lapse associated with the initiation of the acquisition of essential personnel and resources and their actual availability on site;

(iii) The components, processes, and requirements for the identification, training, and preparedness of personnel who are capable of relocating to alternate facilities or performing work from home;

(iv) Any established alert and notification procedures for mobilizing identified ``essential contractor service'' personnel; and

(v) The approach for communicating expectations to contractor employees regarding their roles and responsibilities during a crisis.

(End of provision)

L-14 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://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <http://farsite.hill.af.mil/VFAFARa.HTM>

L-15 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the provision.

(b) The use in this solicitation of any DoD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

L-16 52.215-4583 DISCLOSURE OF UNIT PRICES FEB/2004
(ACC-RI)

Unless the offeror notifies the contracting officer, prior to submission of its initial proposal, of an objection to disclosure of its unit price, it is the Government's intent to publicly release (which would include, but is not limited to, a public award synopsis, contractor debrief, procurement history web posting, or Freedom of Information Act (FOIA) request) the unit price(s) stated in the contract awarded under this solicitation. Any objection must be submitted in writing, providing a detailed explanation of how release of the awarded unit price would result in a substantial competitive harm to the contractor. Objections will be reviewed to determine whether harm has been substantiated. Failure to timely notify the contracting officer waives any objection to disclosure of the unit price. A "unit price" is defined as the specified amount to be paid by the

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Government for the goods or services stated per unit, contract line item, or separately identified contract deliverable. The term "unit price" does not include any information on how the unit price was determined. This constitutes notification pursuant to Executive Order 12600.

(End of provision)

(LS7001)

L-17 52.233-4503 AMC-LEVEL PROTEST PROGRAM
(ACC-RI)

JAN/2016

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible Contracting Officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the Contracting Officer) to:

Headquarters U.S. Army Materiel Command
Office of Command Counsel-Deputy Command Counsel
4400 Martin Road
Rm: A6SE040.001
Redstone Arsenal, AL 35898-5000
Fax: (256) 450-8840
e-mail: usarmy.redstone.usamc.mbx.protests@mail.mil

The AMC-level protest procedures are found at:

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

If Internet access is not available, contact the Contracting Officer or HQ, AMC Office of Command Counsel to obtain the AMC-Level Protest Procedures.

(End of provision)

L.1 GENERAL INSTRUCTIONS:

L.1.1 These instructions are a guide for preparing a proposal. These instructions describe the type and extent of information required, and emphasizes the significant areas to be addressed in the proposal. Review the Performance Work Statement (PWS) contained in this Request for Proposal (RFP) for further insight into the areas that must be addressed within the proposal. Include detailed information sufficient to enable the Government evaluators to conduct a meaningful review and make a determination relative to the Offeror's understanding of the requirements in each of the evaluated areas. It is the Government's intent to award a single combination Cost-Plus Fixed Fee / Firm Fixed Price (Transition-In CLIN only) Requirements contract with some non-fee bearing cost elements (e.g., Other Direct Costs) which are ancillary to the services provided.

L.1.2 In accordance with FAR Clause 52.215-1, Instructions to Offerors - Competitive Acquisition (Jan 2004), the Government intends to award a contract without discussions. Offerors are cautioned to examine this RFP in its entirety and to ensure that proposals contain all necessary information, provide all required documentation, and are complete in all respects. The Government is not obligated to make another request for the required information nor does the Government assume the duty to search for data to cure problems it finds in proposals. The Government reserves the right to conduct discussions in the evaluation process and to permit Offerors to revise proposals, if deemed necessary. During the evaluation process, the Government may request clarifications as needed. Clarifications do not constitute discussions and an Offeror is not allowed to change its proposal in response to a request for clarification. In 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. Any Offeror eliminated from further consideration will be notified in writing.

L.1.3 The proposal shall be valid for 180 days from the required submission date.

L.1.4 Proposals, modifications, revisions, or withdrawals of proposals received after the date established in this RFP for receipt of proposals will be handled in accordance with FAR Clause 52.215-1.

L.1.5 An Offeror is defined as the prime BOA Holder submitting a proposal under this RFP.

Name of Offeror or Contractor:

L.1.6 For the purposes of this Task Order RFP, a Teammate is defined as a Joint Venture partner and/or Subcontractor that is included in the Offeror's BOA Attachment 0002 - Team Arrangement by the closing date of the Task Order RFP.

L.1.7 Updates related to this Task Order RFP, to include the RFP, amendments, notices, and other information, will be made available on the FBO.gov website. Offerors are advised to continuously monitor the FBO.gov website for new information. Offerors are deemed to have knowledge of all information that is posted to the FBO.gov website.

L.2 PROPOSAL PREPARATION:

L.2.1 The proposal shall be prepared in a clear and legible manner. In addition, the Offeror shall write the proposal in English and the proposal must be specific and complete as described in these instructions. Offerors shall not specifically prepare samples or descriptive literature for submission with the proposal. Adherence to the prescribed format is required. Failure to provide proposals in compliance with the instructions specified as COMPLIANCE REQUIREMENTS in Section L of this RFP and in compliance with ALL instructions in Section M.3 of this RFP shall render the Offeror's proposal non-compliant. The proposal will not be evaluated and will not be further considered for award. An authorized official of the firm shall sign the Standard Form (SF) 33, all signed amendment coversheets (SF30) and all certifications requiring original signature. Electronic signatures are acceptable.

L.2.2 All information pertaining to a particular volume shall be confined to that volume. For example, no Cost/Price information shall be included in any volume other than the Cost/Price Proposal volume. The Government is not required to and will not search other volumes for a missing file or missing information.

L.2.3 No classified material shall appear anywhere within the proposal.

L.2.4 Offeror must be registered in the System for Award Management (SAM) and have a Marketing Partner Identification Number (MPIN) and Commercial and Government Entity (CAGE) Code.

L.2.5 Digital MS Word files and MS Excel files shall be compatible with Microsoft (MS) Office 2013.

L.2.5(a) Please Note: The Offeror shall not lock or password protect any file (e.g. *.doc, *.pps, *.xls, *.txt, *.msg).

L.2.6 Adobe PDF (Portable Document Format) Files. Scanned PDF documents must be legible and shall have the ability to be viewed in Adobe Acrobat.

L.2.6.1 Text Searchable Adobe PDFs: File formats that are identified as Text Searchable Adobe PDF must be formatted to contain searchable text. All elements of the file to include tables, diagrams, charts, etc. must be able to be searched for text. The Government will not accept scanned or image-only PDF files in lieu of this requirement and will not invoke the text recognition feature within Adobe.

L.2.7 Compressed files (e.g. *.zip) and Executable files (e.g. *.bat, *.exe, *.jar, *.vb, *.wsf) will NOT be accepted. Refer to Attachment 0010 - Blocked File Extensions for a complete list of non-acceptable file types.

L.2.8 For the purposes of proposal preparation and evaluation only, the Offeror shall use TBD as the Notice to Proceed (NTP) date. Proposal information shall reflect that NTP date.

L.3 PROPOSAL SUBMITTAL INSTRUCTIONS:

L.3.1 Offeror shall submit its proposal through the FedBizOpps (FBO.gov) system. The requirements and procedures for offer submission are found in the FBO Vendor User Guide located on the FBO webpage at: https://www.fbo.gov/downloads/FBO_Vendor_Guide.pdf.

L.3.2 The proposal submittal method used for this solicitation is the electronic response via document upload method.

L.3.3 Offerors should enter a description for every file uploaded. For files over 10 megabytes (MB) the "Large Upload (JAVA)" button must be utilized. The combined file size limit for upload using "Large Upload (JAVA)" is 100MB. If needed, the Offeror can break single files over 100MB into smaller files or use the upload utility multiple times if files exceed the 100MB size limit.

L.3.4 Digital file names shall use the required naming convention for each specific proposal document identified below. Filenames must be 40 characters or less and must not contain single quotes, spaces and pound or percent signs. If an Offeror's file name is too long (more than 40 characters), it is permitted to abbreviate the Name of the Company field within the file name.

L.3.5 RESERVED

L.3.6 Once the Offeror's proposal is submitted, it can be systematically revised prior to the solicitation response deadline. Refer to Paragraph 4.3.2 of the FBO Vendor Guide titled "Reviewing / Editing an Electric Response" for detailed guidance on completing a revision

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to an electronic proposal submission. Note: the FBO bid response system will send an email to the email address on file for the user confirming the electronic submission.

L.3.6(a) Note: the Offeror must be logged in to the system to be able to submit / revise electronic responses.

L.3.6(b) For assistance and troubleshooting for the FBO electronic bid response system, contact the Federal Service Desk (FSD.gov). Phone: 866-606-8820 or Web Form (<https://gsafsd.service-now.com/fsd-gov/login.do>).

L.3.7 Do not assume submission will be instantaneous. File size and number of files to be uploaded will be factors to consider. Offeror/Teammate/Subcontractors should allow adequate time for submission completion because the entire proposal (i.e. Offerors submission and all Teammate/Subcontractor(s) independent submissions) must be received by the due date and time for the proposal to be considered.

L.3.8 To avoid rejection of an offer, the Offeror must make every effort to ensure its electronic submission is virus-free. Proposals, or portions thereof, submitted with the presence of a virus or which are otherwise unreadable will be treated as unreadable pursuant to FAR 15.207(c).

L.3.9 Instructions for Teammate/Subcontractor Cost proposal submission can be found in L.5.4.2.7.3.

L.4 PROPOSAL STRUCTURE:

L.4.1 The Offeror shall submit a proposal in accordance with the guidelines below.

L.4.1.1 For all documents, each page shall include the complete Offeror's name, volume number, file name, date, and solicitation number in a header and/or footer.

L.4.1.2 Each Offeror shall submit ONLY one proposal and that proposal shall address all of the requirements of the RFP. To be considered for this requirement, the Offeror must submit a complete response to this RFP using the instructions provided in Section L. If the Offeror's proposal fails to meet the terms and conditions of the RFP or takes exception to any of the terms and conditions of the RFP, it shall render the Offeror's proposal non-compliant. The proposal will not be evaluated and will not be further considered for award.

L.4.1.3 The Offeror shall provide sufficient detail to substantiate the validity of all stated assertions. Proposals must not merely repeat the RFP requirements, but rather must provide convincing documentary evidence of how contract requirements will be met. Clarity and completeness are essential. Data not submitted with the proposal, but submitted previously, or presumed to be known (i.e., previous projects performed for the United States Government (USG)) will not be considered as part of the proposal, except for Past Performance (see paragraph L.5.3.1).

L.5 INFORMATION TO BE SUBMITTED:

L.5.1 General Documents: The Offeror shall include the following:

L.5.1.1 One executed signed copy of the RFP coversheet titled "Solicitation, Offer and Award" (SF33).

L.5.1.1(a) Naming Convention: Offeror's_Name_Vol_1_SF33

L.5.1.1(b) File Format: Adobe PDF or MS Word

L.5.1.1(c) Page Limit: none

L.5.1.1(d) COMPLIANCE REQUIREMENT: Failure to provide the signed SF 33 shall render the Offeror's proposal non-compliant. The proposal will not be evaluated and will not be further considered for award.

L.5.1.2 EITHER all signed amendment coversheets titled "Amendment of Solicitation/ Modification of Contract " (SF30) or one executed signed copy of the RFP coversheet with block fourteen (14) completed.

L.5.1.2(a) Naming Convention: Offeror's_Name_Vol_1_SF30(Amend)

L.5.1.2(b) File Format: Adobe PDF or MS Word

L.5.1.2(c) Page Limit: none

L.5.1.3 Section I clauses that require Offeror completion.

L.5.1.3(a) Naming Convention: Offeror's_Name_Vol_1_IClauses

| | | |
|---------------------------|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued | Page 49 of 68 |
| | PIIN/SIIN W52P1J-16-R-0157 | MOD/AMD |

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L.5.1.3(b) File Format: Adobe PDF or MS Word

L.5.1.3(c) Page Limit: none

L.5.1.4 Section K clauses that require Offeror certification.

L.5.1.4(a) Naming Convention: Offeror's_Name_Vol_1_KClauses

L.5.1.4(b) File Format: Adobe PDF or MS Word

L.5.1.4(c) Page Limit: none

L.5.1.5 Offeror Points of Contact (POC): The Government does not intend to conduct discussions prior to awarding this requirement. However, any exchanges to include clarifications between the Government and the Offeror will be conducted through the use of e-mail. Therefore, the Offeror is required to provide at least two (2) company individuals whose responsibilities will include reading and responding to Evaluation Notices (ENs) through e-mail. For example, the Offeror's Contract Manager, as an agent of the company might be the main agent responsible, but a second agent shall be available in case of the main agent's unavailability. The agents' names, company titles, telephone numbers, facsimile numbers, and e-mail addresses should be provided. A Title Page is allowable to provide for the restriction or disclosure and use of data as specified in FAR Clause 52.215-1.

L.5.1.5(a) Naming Convention: Offeror's_Name_Vol_1_POCS

L.5.1.5(b) File Format: Adobe PDF or MS Word

L.5.1.5(c) Page Limit: none

L.5.1.6 NOT APPLICABLE

L.5.1.7 Business Systems Information:

L.5.1.7.1(a) Naming Convention: Offeror's_Name_Vol_1_AcctSys

L.5.1.7.1(b) File Format: Adobe PDF or MS Word

L.5.1.7.1(c) Page Limit: none

L.5.1.7.2 The Offeror shall provide its current Government approval status of the following business systems: billing (internal controls), estimating, budget and financial control, purchasing and quality assurance. The Offeror shall provide official Government approval documentation for any systems that have Government approval. The approval status and approval documentation will not be evaluated and is for Government contract administration. If approval of any of these business systems is not available, provide a statement of such and a brief rationale as to why these systems have not been approved.

L.5.1.7.2(a) Naming Convention: Offeror's_Name_Vol_1_BusSys

L.5.1.7.2(b) File Format: Adobe PDF or MS Word

L.5.1.7.2(c) Page Limit: none

L.5.1.7.3 In accordance with FAR 52.245-1(b) Property management, Offerors shall have a system of internal controls to manage (control, use, preserve, protect, repair and maintain) Government property in its possession accountable to the contract. The system of internal controls shall be adequate to satisfy the requirements of this clause. In doing so, the successful Offeror shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective and efficient control of Government property accountable to the contract. The Offeror may employ customary commercial practices, voluntary consensus standards, or industry-leading practices and standards that provide effective and efficient Government property management that are necessary and appropriate for the performance of this contract (except where inconsistent with law or regulation).

Offerors shall provide a written plan detailing its system of internal controls to manage Government property in its possession. Offerors' property management plan must address all elements under FAR 52.245-1(f) Contractor plans and systems. This plan shall be submitted with the Offerors' proposal. The Contracting Officer will review Offerors' property management plan as part of a responsibility determination in accordance with FAR 9.104-1.

Note: After award, the successful Offeror will be required to update its property management plan specific to the place of performance sites.

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L.5.1.7.3(a) Naming Convention: Offerors_Name_Vol_1_PMP

L.5.1.7.3(b) File Format: Adobe PDF or MS Word

L.5.1.7.3(b) Page limit: none

L.5.1.8 Teaming Matrix (Attachment 0005, Tab 2): The Offeror shall provide the full company name, CAGE code, role of participant, functional area(s) to be performed, total estimated dollar value for the total period of performance of 5 years, percent of participation, and the cost proposal submittal method. The Offeror shall populate every column using the instructed fill-ins on the Attachment 0005, Tab 2 for itself, proposed Teammates and proposed Subcontractors.

L.5.1.8(a) COMPLIANCE REQUIREMENT: The amount in the total of Column F (Total estimated dollar value) provided on Attachment 0005, Tab 2 shall match the amount of "Subtotal - Proposed Labor/Fee" found on Attachment 0005, Tab 1. Failure to make these two amounts match shall render the Offeror's proposal non-compliant. The proposal will not be evaluated and will not be further considered for award.

L.5.1.8(b) Teammate/Subcontractor Utilization: Offerors proposing the use of Teammate(s)/Subcontractor(s) shall do so in accordance with Section H, paragraphs H.1 (d and e) of this RFP. The Government will verify that the Offeror's proposal includes approved Teammates by comparing the Offeror's Teaming Matrix (Attachment 0005, Tab 2) to the Offeror's BOA Attachment 0002 - Team Arrangement as of the closing date of the RFP.

L.5.1.8(c) Naming Convention: Offeror's_Name_Vol_4_Att0005

L.5.1.8(d) File Format: MS Excel

L.5.1.8(e) Page Limit: none

L.5.1.8(f) COMPLIANCE REQUIREMENT: Failure to provide a fully completed Teaming Matrix (Attachment 0005, Tab 2) containing all of the required information (including populating every column) shall render the Offeror's proposal non-compliant. The proposal will not be evaluated and will not be further considered for award.

L.5.1.9 NOT APPLICABLE

L.5.2 Technical Factor

L.5.2.1 The Offeror shall demonstrate mission capability by detailing its proposed technical approach to meet the requirements specified in the PWS and this RFP by providing the following:

L.5.2.1(a) Staffing and Management Plan (SMP)

L.5.2.1(b) Mission Essential Contractor Services (MECS)

L.5.2.1(c) Organizational Diagram (OD)

L.5.2.1.1 Staffing and Management Plan (SMP):

L.5.2.1.1(a) The Offeror's SMP proposal shall adhere to the following:

L.5.2.1.1(a)(1) Naming Convention: Offeror's_Name_Vol_2_SMP

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

L.5.2.1.1(a)(3) Page Limit: 11 Pages

L.5.2.1.1(a)(3)(i) Page limit excludes cover page, table of contents, and glossary of abbreviations and acronyms

L.5.2.1.1(a)(3)(ii) Pages larger than 8.5 inches x 11 inches will be counted as two pages

L.5.2.1.1(a)(3)(iii) The font size shall be no less than 10 point font and no more than 14 point font for all documents; however, for charts, tables, and diagrams, font size shall be no less than 8 point font and no more than 14 point font.

L.5.2.1.1(a)(4) COMPLIANCE REQUIREMENT: Failure to provide the Staffing and Management Plan and in compliance with L.5.2.1.1(a)(2) through L.5.2.1.1(a)(3)(ii) shall render the Offeror's proposal non-compliant. The proposal will not be evaluated and will not be further considered for award.

L.5.2.1.1(b) The Offeror's Staffing and Management Plan must detail its approach to deliver services required in the RFP and PWS. The

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Offerors SMP must detail the overarching methodology used to determine the proposed skill sets / skill level; the SMP must also contain any assumptions used to support staffing decisions with any explanations needed to clarify staffing decisions. As the Government is utilizing the Attachment 0008 - Collective Bargaining Agreement (CBA), Service Contract Act (SCA) Directory of Occupations (5th Edition) and TE 1-G-005 Key & Specified Non-Key Positions for technical evaluation purposes, the Offeror must include appropriate duty descriptions for all position titles proposed that are NOT in the CBA, SCA Directory of Occupations (5th Edition) or Exhibit A TE 1-G-005 Key & Specified Non-Key Positions. The Offeror shall utilize the CBA, SCA Directory of Occupations (5th Edition) or Exhibit A TE 1-G-005 Key & Specified Non-Key Positions when possible. The SMP MUST BE SUPPORTED BY THE OFFEROR'S ATTACHMENT 0002 STAFFING/LABOR MIX, and at a minimum, must address the following elements:

L.5.2.1.1(b)(1) Staffing and organization of the required effort by providing its approach to creating its management structure from general staff oversight by first line supervisors through its company headquarters management. This approach must detail the management and supervision structure related to executing this effort.

L.5.2.1.1(b)(2) Flexible Staffing Approach: The Offeror must provide its approach to effectively and efficiently support short-term fluctuations in effort (increase/decrease), long-term increase to workload, and long-term decrease to the effort by addressing:

L.5.2.1.1(b)(2)(i) Cross-utilization / temporary reallocation effectively and efficiently make use of existing staffing to better support short-term requirement changes; provide better and more timely support; and reduce costs through more efficient staffing. Cross utilization must address an approach to ensuring safety, training, and certification requirements are met and must not impact or appear to impact quality of the effort.

L.5.2.1.1(b)(2)(ii) Rapid increase an effective and efficient approach during surges in effort to both long-term and short-term increases in workload where cross-utilization or temporary reallocation is not appropriate.

L.5.2.1.1(b)(2)(iii) Responsible reduction in staffing address an effective and efficient approach to reduce staffing to levels commensurate with decreased requirements during periods of protracted reductions in workload.

L.5.2.1.1(b)(3) Transition-in Approach: Offeror must provide its time-phased approach to transitioning-in the effort from Notice to Proceed (NTP) to successfully reaching a fully operational capability (FOC) within the time allotted in M.1.1, by addressing:

L.5.2.1.1(b)(3)(i) Open communications approach to open communications including timely periodic meetings with the incumbent contractor and the Government documenting progress of transition (i.e., GFP/GFE inventories, hiring actions.)

L.5.2.1.1(b)(3)(ii) Hiring actions approach to proper and timely hiring actions which include: pre-employment drug screening; qualification verification; requisition and issuance of contractor Common Access Cards (CAC) / access badges (as required); and processing of required security clearances (as required) to ensure no impact to current operations.

L.5.2.1.1(b)(3)(iii) Accountability of Government Furnished Property (GFP) / Government Furnished Equipment (GFE) approach to proper and timely assumption of accountability of GFP / GFE that includes properly conducting a joint inventory, to include reconciliation (prior to end of transition), with incumbent contractor while ensuring no impact to current operations.

L.5.2.1.1(c) Staffing/Labor Mix (Attachment 0002 - Staffing/Labor Mix): The Offeror must provide its proposed staffing mix/labor categories (skill sets / skill level, FLC1, FLC2, number of employees) in relation to the PWS requirements and the provided workload data (see applicable Technical Exhibits) for both the base period and option periods (fully operational capable 12-month periods (365 day periods)). The Offeror's proposal must present a staffing approach which demonstrates a thorough understanding of the effort and provides the expected skill sets / skill level of each position, to include level of responsibility in order to successfully perform the specific workload requirements identified at Exhibit A TE 1 M-S-T-001 Minimum Functional Labor Category 1 Hours and meet all the PWS requirements. NOTE: For Technical evaluation purposes only, the Government will utilize the Attachment 0008 Collective Bargaining Agreement (CBA), Service Contract Act (SCA) Directory of Occupations (5th Edition) labor category definitions and Exhibit XXX TE1-G-005 Key & Specified Non-Key Positions or Offeror provided definitions to determine if the proposed labor category is consistent with the task(s) proposed. Proposed position titles not identified in the CBA, SCA Directory of Occupations (5th Edition) or Exhibit XXX TE1-G-005 Key & Specified Non-Key Positions must be defined by the Offeror in its SMP (see L.5.2.1.1(b)). A cross-walk between the CBA and the SCA is provided in Attachment 0017.

L.5.2.1.1(c)(1) Offeror's proposal shall adhere to the following:

L.5.2.1.1(c)(2) Naming Convention: Offeror's_Name_Vol_2_Att0002

L.5.2.1.1(c)(3) File Format: MS Excel

L.5.2.1.1(c)(3)(i) The Offeror shall not add or remove any tabs (other than the example tab) to the Attachment 0002 Staffing/Labor Mix.

L.5.2.1.1(c)(4) COMPLIANCE REQUIREMENT: Failure to provide the Staffing/Labor Mix Attachment 0002 in the Government provided format, in compliance with L.5.2.1.1(c)(3) and L.5.2.1.1(c)(3)(i), and to provide the following required information: proposed hours per FTE for both the base period and option periods 1-4; option period total proposed FLC1 Hours by Functional Area; FLC1/FLC2; identification of

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CBA/SCA/Exempt; SCA Code; Offeror Position Title; and identification of Functional Area shall render the Offeror's proposal non-compliant. The proposal will not be evaluated and will not be further considered for award.

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

L.5.2.1.1(c)(5)(i) Full Time Equivalents (FTEs): Compensable hours are determined by the Offeror and are the work hours available to perform a function in one year less holiday and vacation hours. An employee who works all available compensable hours is one Full Time Equivalent. If an employee works less than the total compensable hours for one year, that is considered a fractional FTE. Fractional FTEs are determined by dividing the hours scheduled for that employee by the total available compensable hours.

L.5.2.1.1(c)(5)(ii) Functional Labor Category 1 (FLC1): Contract or task order level positions that are specifically identified to directly accomplish the tasks/functions of the workload provided in Exhibit A TE 1-M-S-T-001 (e.g. mechanic / shop supply clerk in support of the maintenance effort). Note: Leads may be proposed as solely FLC1, if applicable.

L.5.2.1.1(c)(6) The purpose of Staffing/Labor Mix - Attachment 0002 is to provide the Government with a complete picture of each Offeror's staffing and total proposed labor hours for each Shop or PWS requirement for this effort. For proposal purposes staffing must be constant for all periods of performance. The Government intends to use the MS Excel program to analyze the data provided. The following instructions pertain to the Staffing/Labor Mix - Attachment 0002:

L.5.2.1.1(c)(6)(i) The Offeror must identify all of its proposed staffing required to support all PWS requirements and Exhibit A TE 1-M-S-T-0001 Functional Labor Category 1 Hours in terms of FTEs and FLC1 or FLC2 on the Staffing/Labor Mix - Attachment 0002. The Government required Key Position labor categories are prepopulated as identified at Exhibit D TE 1-G-005 Key & Specified Non-Key Positions; the Offeror must identify its associated FTEs for the pre-populated Key Positions. The Offeror's Attachment 0002 must identify the required Specified Non-Key positions using "(Non-Key)" following the Offeror Position Title; see example tab in Attachment 0002.

L.5.2.1.1(c)(6)(ii) The Offeror must insert FLC1 or FLC2 for all proposed labor categories. Please note: The hours associated with FLC2 positions (including managers proposed as FLC1 and supervisors proposed solely as FLC1), in whole or part, will not count toward the total minimum FLC1 hours specified in L.5.2.1.1(c)(6)(v), and positions incorrectly identified as FLC1 will not count toward the total minimum FLC1 hours specified in L.5.2.1.1(c)(6)(v).

L.5.2.1.1(c)(6)(iii) The Offeror must clearly identify all FTEs that are cross utilized FTEs, or, in other words, when a portion of an FTE (e.g. supervisor) is applicable to an FLC1 labor category and a portion of the same FTE is also applicable to an FLC2 labor category. These positions must be listed on the Attachment 0002 - Staffing/Labor Mix in all applicable locations (e.g. part time worker (.20 FLC1) and part time supervisor (.80 FLC2)) with the appropriate percentage of hours applicable to each labor category expressed as a decimal (not to exceed two decimal places to the right of the whole number). Additionally, supervisors must, by definition, have a portion of their proposed time proposed FLC2. (See "Example Tab" contained in Attachment 0002 - Staffing/Labor Mix.)

L.5.2.1.1(c)(6)(iv) The Offeror must provide its proposed annual labor hours by employee type in the Hours Per Year column (in both the Base Period and Option Periods 1-4) for Exempt, CBA and SCA.

L.5.2.1.1(c)(6)(v) Proposed FLC1 FTEs, when multiplied by the associated annual hours per year by employee type proposed for the option periods, shall be equal to or greater than the total minimum hours of: Maintenance 18,944, Supply 1,904, and Transportation 24,368 as provided at Exhibit A TE 1 M-S-T-0001 Functional Labor Category 1 Hours. The proposed FLC2 FTEs (i.e., FLC2 portion of proposed supervisors, if applicable) are not to be included in the total Proposed FLC1 Hours by Functional Area.

L.5.2.1.1(c)(6)(vi) The Offeror must insert the proposed Offeror Position Title and it must match the labor category description found in either the CBA, SCA, TE1-G-005 Key & Specified Non-Key Positions or be provided by the Offeror if Exempt (e.g., manager, supervisor). If SCA is identified, the Offeror must also provide the corresponding SCA labor code in the Column indicated as SCA Code). In the event the labor code and the Offeror Position Title do not match, the SCA labor code will take precedence over the Offeror Position Title. Additionally, the Offeror may insert the "Duty Title" in order to better identify the functional nature of the position.

L.5.2.1.1(c)(6)(vii) The Offeror must insert the applicable functional area (i.e. Maintenance, Supply, or Transportation) in the Column(s) indicated as "Fill in Functional Area." This column is intended to match or align with the Functional Areas listed in Exhibit A TE 1 M-S-T-001 Functional Labor Category 1 Hours. The Offeror may add or delete columns as needed.

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

L.5.2.1.1(c)(6)(ix) The Offeror must insert the number of FTEs (or less than full time equivalents expressed as FTEs) within the applicable FTE Count column. The Offeror's staffing must be rounded to the nearest hundredth decimal (i.e. two decimal places to the right of the whole number). Formatting the cells to display only two decimal places is not considered rounding; the values entered in each cell should only contain two decimal places. FTEs entered by the Offeror with greater than two decimal places will be rounded by the Government to the nearest hundredth decimal (two decimal places to the right of the whole number) using the Microsoft Excel formula "=ROUND (number,num_digits)" in accordance with generally accepted rounding methods, i.e. numbers 5 through 9 are rounded up to the next

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whole number; numbers 1 through 4 are rounded down to the next whole number.

L.5.2.1.1(c)(6)(x) The Offeror must complete the section of the Attachment 0002 - Staffing/Labor Mix marked "Option Period Total Proposed FLC1 Hours by Functional Area" by correctly calculating its total proposed FLC1 hours for Maintenance, Supply and Transportation. Calculations must correctly multiply total proposed FLC1 FTEs by the Offeror provided Hours per Year applicable to the specific employee type. The calculated total proposed FLC1 hours must be equal to or greater than the minimum required hours as stated in Exhibit A.

L.5.2.1.1(c)(6)(xi) According to Attachment 0008 Collective Bargaining Agreement, the maximum available work year for CBA employees is 1856 hours per employee. The Offerors proposed hours per year for CBA positions shall not exceed the maximum hours established by Attachment 0008 Collective Bargaining Agreement. Note: Available hours for the base year shall be adjusted to reflect the transition-in period associated with this solicitation.

L.5.2.1.1(c)(6)(xii) COMPLIANCE REQUIREMENT: Proposing in excess of the maximum hours identified in L.5.2.1.1(c)(6)(xi) shall render the Offeror's proposal non-compliant. The proposal will not be evaluated and will not be further considered for award.

L.5.2.1.2 Mission Essential Contractor Services (MECS):

L.5.2.1.2(a) The Offeror's MECS proposal shall adhere to the following:

L.5.2.1.2(a)(1) Naming Convention: Offeror's_Name_Vol_2_MECS,

L.5.2.1.2(a)(2) File Format: Text Searchable Adobe PDF,

L.5.2.1.2(a)(3) Page Limit: 2 pages,

L.5.2.1.2(a)(3)(i) Page limit excludes cover page, table of contents, and glossary of abbreviations and acronyms,

L.5.2.1.2(a)(3)(ii) Pages larger than 8.5 inches x 11 inches will be counted as two pages, and

L.5.2.1.2(a)(3)(iii) The font size shall be no less than 10 point font and no more than 14 point font for all documents; however, for charts, tables, and diagrams, font size shall be no less than 8 point font and no more than 14 point font.

L.5.2.1.2(a)(4) COMPLIANCE REQUIREMENT: Failure to provide the Mission Essential Contractor Services and in compliance with L.5.2.1.2(a)(2) through L.5.2.1.2(a)(3)(ii) shall render the Offeror's proposal non-compliant. The proposal will not be evaluated and will not be further considered for award.

Mission Essential Contractor Services (MECS): The Offeror shall provide its MECS Plan that details its approach as to how it will continue to perform the essential contractor services listed in Attachment 0013 - Mission Essential Contractor Services by specifically addressing each part of the DFARS 252.237-7024 (b)(2)(i through v).

L.5.2.1.2(b) Mission Essential Contractor Services (MECS): The Offeror shall provide its MECS Plan that details its approach as to how it will continue to perform the essential contractor services listed in Attachment 0013 - Mission Essential Contractor Services by specifically addressing each part of the DFARS 252.237-7024 (b)(2)(i through v) .

L.5.2.1.3 Organizational Diagram (OD):

L.5.2.1.3(a) The Offeror's Organizational Diagram proposal shall adhere to the following:

Naming Convention: Offeror's_Name_Vol_2_OD

L.5.2.1.3(a)(2) File Format: Adobe PDF

L.5.2.1.3(a)(1) Page Limit: 4 pages

L.5.2.1.3(a)(3)(i) Page limit excludes cover page, table of contents, and glossary of abbreviations and acronyms

L.5.2.1.3(a)(3)(i)(i) Pages larger than 8.5 inches x 11 inches will be counted as two pages

L.5.2.1.3(a)(3)(iii) The font size shall be no less than 10 point font and no more than 14 point font for all documents; however for charts and diagrams, font size shall be no less than 8 point font and no more than 14 point font.

L.5.2.1.3(a)(4) COMPLIANCE REQUIREMENT: Failure to provide the Organizational Diagram and in compliance with L.5.2.1.3(a)(2) through

Name of Offeror or Contractor:

L.5.2.1.3(a)(3)(ii) shall render the Offeror's proposal non-compliant. The proposal will not be evaluated and will not be further considered for award.

L.5.2.1.3(b) The Offeror must provide an Organizational Diagram to depict a comprehensive organizational overview that identifies the following:

L.5.2.1.3(b)(1) Identification of the tasks to be performed by the Offeror, all proposed teammate(s) and proposed subcontractor(s) expected to perform 20% or more of the Offerors total estimated dollar value as found in column F of the Offerors Teaming Matrix (Attachment 0005, Tab 2).

L.5.2.1.3(b)(2) Identification of the command and control relationship among the Offeror, all proposed teammate(s) and proposed subcontractor(s) expected to perform 20% or more of the Offerors total estimated dollar value as found in column F of the Offerors Teaming Matrix (Attachment 0005, Tab 2). The command and control relationship must include identification of leadership positions (e.g., team leads, foremen, supervisors, deputies, managers) responsible for performing successful oversight of each of the primary task areas identified in Section C-5 of the PWS. FTE Counts are not required on the Organizational Diagram. Proposed FTEs counts will only be evaluated on the Attachment 0002 and will not be evaluated as part of the Organizational Diagram.

L.5.2.1.3(b)(3) Identification of an onsite independent quality control organization reporting directly to the corporate quality office.

L.5.3 Past Performance Factor:

L.5.3.1 The Government will consider the recent past performance references that were provided with the Offeror's BOA proposal, task order proposals to date, data calls, and the BOA annual review, as well as references obtained from sources other than those identified by the Offeror. Offerors are not required or allowed to provide additional past performance contract references for itself, proposed Teammates, and/or Subcontractors for use in this task order evaluation. The Government will not evaluate any new past performance references provided by the Offeror in its proposal with the exception of the information requested in L.5.3.5.1 through L.5.3.5.4 below.

L.5.3.1.1 Definitions:

L.5.3.1.1(a) Teammate, as used in this factor, is only those Teammates (defined in L.1.6) expected to perform 20% or more of the Offeror's total estimated dollar value as found in column F of the Offerors Teaming Matrix (Attachment 0005, Tab 2).

L.5.3.1.1(b) Subcontractor, as used in this factor, are not considered those Teammates identified in the Offeror's BOA Attachment 0002 - Team Arrangement, who are expected to perform 20% or more of the Offeror's total estimated dollar value as found in column F of the Offerors Teaming Matrix (Attachment 0005, Tab 2).

L.5.3.1.2 The Offeror shall provide a Letter of Consent for each Subcontractor and Teammate, using the Letter of Consent template provided in Attachment 0004. This letter allows the release of the Subcontractors' and Teammates' present and past performance information to the Offeror. Failure to include written consent from each Subcontractor and Teammate will result in the Government's inability to contact the Offeror to communicate the findings from its Subcontractor(s) and Teammate(s) references. A Letter of Consent from the BOA Step Two process is not relevant to this Task Order RFP. A new Letter of Consent is required and shall adhere to the following:

L.5.3.1.2(a) Naming Convention: Offeror's_Name_Vol_3_Att0004,

L.5.3.1.2(b) File Format: MS Word or Adobe PDF, and

L.5.3.1.2(c) Page Limit: none.

L.5.3.1.2(d) COMPLIANCE REQUIREMENT: Failure to provide a completed Letter of Consent for each Subcontractor and Teammate will render the Offeror's proposal non-compliant. The proposal will not be evaluated and will not be further considered for award.

L.5.3.2 The Government is under no obligation to search for additional information in order to identify contracts/performance references.

L.5.3.3 Additional narratives are not required in this factor and will not be evaluated if provided.

L.5.3.4 Recency and relevancy definitions can be found in M.5.2.7 and M.5.2.8, respectively

L.5.3.5 The Offeror shall complete Attachment 0003 - Performance Questionnaire. A separate questionnaire shall be provided for the Offeror and each proposed Teammate and Subcontractor.

L.5.3.5(a) If the Offeror, and/or its proposed Teammates and Subcontractors have experienced any performance problems as described in L.5.3.5.1 through L.5.3.5.4, it shall mark Yes for the applicable paragraph(s) on Attachment 0003 Performance Questionnaire.

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L.5.3.5(b) If the Offeror, and/or its proposed Teammates and Subcontractors have not experienced any performance problems as described in L.5.3.5.1 through L.5.3.5.4, it still shall mark "No" for the applicable paragraph(s) on Attachment 0003 - Performance Questionnaire.

L.5.3.5(c) The Offeror's proposal shall adhere to the following:

L.5.3.5(c)(1) Naming Convention: Offeror's_Name_Vol_3_Att0003,

L.5.3.5(c)(2) File Format: MS Word or Adobe PDF, and

L.5.3.5(c)(3) Page Limit: none.

L.5.3.5(c)(4) COMPLIANCE REQUIREMENT: Failure to provide a completed Performance Questionnaire - Attachment 0003 for the Offeror AND each of its proposed Teammate(s) and Subcontractor(s) shall render the Offeror's proposal non-compliant. The proposal will not be evaluated and will not be further considered for award.

L.5.3.5.1 The Offeror shall identify all recent contracts where it or its proposed Teammates or Subcontractors experienced any performance problems that occurred in the timelines identified below. For each contract identified, the Offeror shall provide copies of all Level III Corrective Action Reports (CARs), cure notices or show cause letters received regardless of whether or not the contract was provided as a contract reference in the Offeror's BOA proposal, the BOA annual review process, data calls or task order proposals to date. In addition, it shall include the contract number, a brief description of the issue, the corrective actions taken to avoid recurrence of the problem, the extent to which the corrective action has been successful, a mitigation plan of how to prevent similar future issues, and Customer points of contact who can confirm the success of the corrective measures.

L.5.3.5.1.1 Offeror and Teammates: From the date of the Offeror's original BOA RFP Step 2 proposal and the closing date of this RFP.

L.5.3.5.1.2 Subcontractors: Within five years prior to the closing date of this RFP.

L.5.3.5.2 The Offeror shall disclose all recent contracts that were terminated for default or terminated for cause, in whole or in part for teammates and subcontractors. The Offeror shall provide the contract number, type of termination, reason for the termination, and a Customer point of contact who can verify the information provided. Information to be disclosed shall be in accordance with the following timeframes:

L.5.3.5.2.1 Offeror and Teammates: From the date of the Offeror's original BOA proposal to the closing date of this RFP.

L.5.3.5.2.2 Subcontractors: Within five years prior to the closing date of this RFP

L.5.3.5.3 OFFERORS ARE HEREBY PUT ON NOTICE THAT THIS IS THE SINGLE OPPORTUNITY TO ADDRESS ANY ADVERSE PAST PERFORMANCE SUBMITTED BY THE OFFEROR IN RESPONSE TO THIS RFP. THE GOVERNMENT WILL NOT GIVE THE OFFEROR AN OPPORTUNITY TO ADDRESS ADVERSE PAST PERFORMANCE INFORMATION CONTAINED IN THIS QUESTIONNAIRE DURING EVALUATIONS.

L.5.4 Cost/Price Factor

L.5.4.1 Cost/Price General Instructions.

L.5.4.1.1 MS Excel documents provided in response to the Cost/Price Factor may contain macros. A macro is a series of commands and instructions that are grouped together as a signal command to accomplish a task automatically.

L.5.4.1.1(a) If the Offeror's proposal contains macros, the Offeror shall submit a narrative that explains instructions for operating the macros. If a Teammate/Subcontractor is submitting an independent cost proposal that contains macros, then that Teammate/Subcontractor shall also submit a narrative that explains instructions for operating the macro.

L.5.4.1.1(b) The Offeror's proposal and its Teammate/Subcontractor proposal(s) shall adhere to the following:

L.5.4.1.1(b)(1) Naming Convention of Offeror: Offeror's_Name_Vol_4_MacroInst; or, Naming Convention of Teammates/Subcontractors: Offeror's_Name_Sub_Name_Vol_4_MacroInst,

L.5.4.1.1(b)(2) File Format: MS Word or Adobe PDF, and

L.5.4.1.1(b)(3) Page Limit: none.

L.5.4.1.2 All costs and expenditure profiles shall be stated in U.S. dollars.

L.5.4.1.3 The cost/price proposed shall be based on the workload data and PWS requirements. Offerors are advised that the workload contained in the solicitation is based on a best estimate of the Government's current requirements and, therefore, should be viewed as

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sample workload. Because the sample workload provided is an estimate and is used for evaluation purposes only, there may be fluctuations in the Government's requirements during the evaluation period which may lead to increases or decreases in the actual workload after award. However, Offerors are cautioned to base proposal submissions strictly on the workload contained in the solicitation.

L.5.4.1.4 The cost/price proposed must be consistent with the Offeror's Technical Proposal. Consistency between the Offeror's Cost/Price and Technical Proposals reflects the Offeror's ability to perform the effort required at the proposed amount. Any significant inconsistencies if unexplained, raise a fundamental question as to the Offeror's inherent understanding of the work required and its ability to perform the contract.

L.5.4.1.4.1 The Offeror's firm fixed-price Transition-in proposal shall include all cost/price elements for performance from notice to proceed until full operational capability within the time allotted in the PWS. The Offeror's proposed cost/price must be commensurate with its proposed transition-in approach provided in its Technical Proposal. As this is a firm-fixed price portion of the overall effort, Offerors will not be able to adjust this price after award; therefore Offerors must perform this portion of the effort at the price proposed.

L.5.4.1.5 Areas of cost to be considered (not a complete list nor are these elements mandated):

L.5.4.1.5.1 All required inventories, inspections, assessments.

L.5.4.1.5.2 All coordination, planning, travel, other meetings, events.

L.5.4.1.5.3 All human resources actions, planning, notifications, security clearance application/processing, employee identification requirements.

L.5.4.1.5.4 Any potential direct labor costs associated with performance prior to end of transition-in period.

L.5.4.1.5.5 Other key events, coordination, milestones, supplies, materials, processes, applications, services.

L.5.4.1.6 A proposal is presumed to represent the Offeror's best efforts in response to this RFP. Any inconsistency, whether real or apparent, between promised performance and the costs shall be explained in the proposal. For example, if a business policy decision was made to absorb a portion of the estimated costs, that approach shall be stated within the proposal (including any associated calculations). The burden of persuasion as to the cost credibility rests with the Offeror.

L.5.4.1.7 Proposal Errors/Omissions. The Government is not under any obligation to correct proposal errors/omissions. Those proposals with errors/omissions, where the Government is unable to ascertain the Offeror's intent without discussions shall be removed from further consideration.

L.5.4.2 Cost/Price Proposal Specific Instructions.

L.5.4.2.1 The Offeror shall submit a table of contents outlining all of the documents (by document file name) comprising the Offeror's Cost/Price Volume. If a Teammate/Subcontractor is submitting an independent cost/price proposal, then that Teammate/Subcontractor shall also submit a table of contents outlining all of the documents (by document file name) comprising the Teammate's/Subcontractor's Cost/Price Volume. Offerors (and Teammate(s)/Subcontractor(s)) shall adhere to the following table of contents format:

L.5.4.2.1(a) Naming Convention of Offeror: Offeror's_Name_Vol_4_TOC; or, Naming Convention of Teammates/Subcontractors: Offeror's_Name_Sub_Name_Vol_4_TOC

L.5.4.2.1(b) File Format: MS Word or Adobe PDF

L.5.4.2.1(c) Page Limit: none

L.5.4.2.2 The Offeror shall provide an overall Cost/Price Matrix which summarizes the transition period, base period, all option periods, and overall proposed price for the contract. The Offeror shall complete tab 1 (worksheet) of Attachment 0005 - Cost/Price Matrix Tab 1 (or Tab 1a) for the base year and option years by populating the highlighted blue cells. All un-highlighted cells are formula driven. For areas that the Offeror intends to propose no cost, Offerors shall populate those cells with a zero (0). Offerors shall not unlock/unprotect the Attachment 0005 - Cost Price Matrix Tab 1 (or Tab 1a). Offerors shall adhere to the following:

L.5.4.2.2.1 Not Applicable

L.5.4.2.2(a) Naming Convention: Offeror's_Name_Vol_4_Att0005

L.5.4.2.2(b) File Format: MS Excel, locked and protected as provided with the RFP with no modifications to the lock/protection feature.

L.5.4.2.2(c) Page Limit: none

Name of Offeror or Contractor:

L.5.4.2.2(d) COMPLIANCE REQUIREMENT: Failure to provide a fully populated Attachment 0005 - Cost Price Matrix Tab 1 - to include all highlighted blue cells on the Cost Price Matrix Tab 1 or one not otherwise in compliance with L.5.4.2.2(b), shall render the Offeror's proposal non-compliant. The proposal will not be evaluated and will not be further considered for award.

L.5.4.2.3 The Offeror shall provide all cost/pricing assumptions and associated rationale in a narrative format. If a Teammate/Subcontractor is submitting an independent cost proposal, then that Teammate/Subcontractor shall also provide all of its cost/pricing assumptions and associated rationale in a narrative format. Offerors (and Teammate(s)/Subcontractor(s)) shall adhere to the following:

L.5.4.2.3(a) Naming Convention of Offeror: Offeror's_Name_Vol_4_Assumptions; or, Naming Convention of Teammates/Subcontractors: Offeror's_Name_Sub_Name_Vol_4_Assumptions

L.5.4.2.3(b) File Format: MS Word or Adobe PDF

L.5.4.2.3(c) Page Limit: none

L.5.4.2.3(d) COMPLIANCE REQUIREMENT: Failure of the Offeror or its proposed Teammates/Subcontractors to provide the Assumptions and Rationale and in compliance with L.5.4.2.3(b) shall render the Offeror's proposal non-compliant. The proposal will not be evaluated and will not be further considered for award.

L.5.4.2.4 The Offeror shall provide local DCAA and DCMA information including: POC name, phone number, email address, and physical office address in a narrative format.

L.5.4.2.4(a) Naming Convention: Offeror's_Name_Vol_4_DCAA_DCMA

L.5.4.2.4(b) File Format: MS Word or Adobe PDF

L.5.4.2.4(c) Page Limit: none

L.5.4.2.5 The CLINs for ODCs are Government provided surrogate numbers, which are inclusive for any Offeror's applicable indirect rate adders. ODCs are defined in Attachment 0001 PWS.

L.5.4.2.6 The Offeror and its proposed Teammates/Subcontractors (or affiliated divisions/subsidiaries, etc.) shall submit a Cost/Price Proposal in accordance with L.5.4.2.6(a) or L.5.4.2.6(b). The information detailed in L.5.4.2.6(a) or L.5.4.2.6(b) is required for the Offeror and its proposed Teammates/Subcontractors. This is required whether the Teammates/Subcontractors were selected on a competitive or non-competitive basis.

L.5.4.2.6.1 The Offeror must state the contract type into which it will enter with each of its proposed Teammate(s)/Subcontractors(s). This information shall be included within the Offerors Volume 4 Cost/Price Proposal Excel document (i.e. Offeror's_Name_Vol_4_CostProp).

L.5.4.2.6(a) The Offeror and its proposed Teammate(s)/Subcontractor(s) who will enter into Cost type subcontracts for the CPFF CLINs, shall provide a detailed cost element proposal by CLIN submitted electronically in Microsoft Excel format, with working formulas/algorithms - prepared in accordance with FAR 15.408 - Solicitation Provisions and Contract Clauses Table 15-2, Instructions for Submitting Cost/Price Proposals When Certified Cost or Pricing Data Are Required. The Cost/Price Proposal shall be supported with verifiable facts, figures, and basis of estimates in accordance with instructions at FAR 15-2.

L.5.4.2.6(b) The Offeror and its proposed Teammate(s)/Subcontractor(s) who enter into FFP type subcontracts for the CPFF CLINs, shall provide a detailed price proposal which clearly shows the proposed labor categories, proposed labor hours, proposed FTEs, and proposed firm fixed rates/prices for all periods of performance. The Offeror must provide a detailed and fully supported price reasonableness determination of the FFP subcontracted labor costs for each subcontract.

L.5.4.2.6(c) The Offerors proposal shall adhere to the following:

L.5.4.2.6(c)(1) Naming Convention of Offeror: Offeror's_Name_Vol_4_CostProp; or, Naming Convention of Teammates/Subcontractors: Offeror's_Name_Sub_Name_Vol_4_CostProp

L.5.4.2.6(c)(2) File Format: Cost/Price Proposal in MS Excel; Supporting Documentation in MS Excel, MS Word, Adobe PDF

L.5.4.2.6(c)(3) Page Limit: none

L.5.4.2.6(c)(4) COMPLIANCE REQUIREMENT: Failure of the Offeror or its proposed Teammate(s)/Subcontractor(s) to provide its Cost/Price Proposal in compliance with L.5.4.2.6(c)(2) shall render the Offeror's proposal non-compliant. The proposal will not be evaluated and will not be further considered for award.

Name of Offeror or Contractor:

L.5.4.2.7 If a proposed Teammate/Subcontractor chooses to provide its cost/price information independently to the Government, it shall submit its cost/price proposal through FBO.gov. FBO.gov Instructions are found in L.3 above. If a Teammate/Subcontractor submits a proposal for more than one Offeror, that Teammate/Subcontractor shall provide its cost/price information as separate documents for each Offeror.

L.5.4.2.7.1 The proposed Teammate(s)/Subcontractor(s) shall include Attachment 0016, titled Teammate/Subcontractor Cost Information Submission with its FBO.gov submission. Attachment 0016 shall include the Teammate's or Subcontractor's company name, CAGE code, task order solicitation number, the Offeror's name for which it is submitting this particular proposal, and the Offeror's corresponding BOA number.

L.5.4.2.7.1(a) Naming Convention of Teammates/Subcontractors: Offeror's_Name_Sub_Name_Vol_4_Att0016

L.5.4.2.7.1(b) File Format: MS Word or Adobe PDF

L.5.4.2.7.1(c) Page Limit: none

L.5.4.2.7.1(d) COMPLIANCE REQUIREMENT: Failure of any Teammates/Subcontractors submitting Cost/Price Proposals independently to the Government, to provide Teammate/Subcontractor Cost Information Submission - Attachment 0016 and in compliance with L.5.4.2.7.1(b) shall render the Offeror's proposal non-compliant. The proposal will not be evaluated and will not be further considered for award.

Note: Attachment 0016 shall only be submitted by the Teammates/Subcontractors.

L.5.4.2.8 The Offeror also must ensure that its proposed Teammate(s)/Subcontractor(s) submit their information by the proposal due date and time and all the proposed values that pull forward to the Offeror's proposal are consistent with the Teammate(s)/Subcontractor(s) overall proposed price, along with identifying supporting data and explanations. The Offeror is responsible for ensuring that the proposals of these other entities conform to the same criteria, including supporting data and explanations.

L.5.4.2.9 The Offeror shall provide the rate data as stated in the paragraphs below. If a Teammate/Subcontractor is submitting an independent Cost/Price Proposal, then that Teammate/Subcontractor shall also provide the rate data as stated in the paragraphs below. The requested data is required for the Government to perform the mandatory cost realism analysis of proposed direct and indirect expenses.

L.5.4.2.9(a) Direct Labor Rates.

L.5.4.2.9(a)(1) The Offeror shall provide the basis of proposed direct labor rates. If a Teammate/Subcontractor is submitting an independent Cost/Price Proposal, then that Teammate/Subcontractor shall also provide the basis of proposed direct labor rates. The data may include, but is not limited to, SCA wage determinations, collective bargaining agreements, current payroll records, historical payroll records, current wage surveys, and/or Forward Pricing Rate Agreements (FPRAs).

L.5.4.2.9(a)(2) Compliance with the Service Contract Act (SCA) (Attachment 0007) and the Collective Bargaining Agreement (CBA) (Attachment 0008) is required. For evaluation and proposal submission purposes only, Offerors should assume a TBD Notice to Proceed date. Offerors (including Teammates/Subcontractors) shall use the SCA rates included with the solicitation (Attachment 0007) and shall not include any escalation for the entire period of performance. Offerors (including Teammates/Subcontractors) shall use the CBA rates included with the solicitation (Attachment 0008) through the final year of the CBA and shall not include escalation through the remainder of the period of performance. As the CBA expired on 31 June 2015, Offerors (including Teammates/Subcontractors) will continue to use the last applicable rate(s) in force (without escalating) for the remainder of the period of performance.

L.5.4.2.9(a)(3) The Offeror's proposal (including independent submissions from Teammates and Subcontractors) shall include supporting data for Direct Labor costs for personnel not covered by the SCA or a CBA (i.e., exempt positions). The supporting payroll documentation should consist of current and/or historical payroll records provided as screen shots from the payroll system, copies of payroll reports, and/or copies of paystubs with a narrative explanation of why each payroll title was selected, how that payroll information was used to determine the proposed labor rates, and accompanying calculations to show how the supporting payroll data was used to calculate the proposed labor rates for each applicable labor category. The provided documentation should be redacted to ensure no Personally Identifiable Information (PII) is included in the submission. EXAMPLE: The proposed rate for a Supply Manager is based on the median salary for a Warehouse Manager (selected wage survey title) with 5 years of service; annual rate \$xx,xxx divided by 2080 = \$xx.xx per hour. The Warehouse Manager title was selected from the utilized wage survey as the duties and qualifications for that position are considered to be most similar to the duties as required by the PWS.

L.5.4.2.9(a)(4) For proposal preparation purposes only, for the base year and all option years, the Offeror and its Teammate(s)/Subcontractor(s) shall escalate its annual proposed 2015 exempt rates utilizing the following percentages (which were derived from the weighted fiscal year Army Inflation Indices for Operations & Maintenance Army (OMA)): CY2016 - 1.93%; CY2017 - 2.00%; CY2018 - 2.00%; CY2019 - 2.00%; and CY2020 - 2.00%. If the Offeror proposes escalation of exempt rates utilizing different percentages than those provided, or proposes no escalation of exempt rates, the Offeror's exempt rates will be normalized (adjusted) by the Government consistent with the percentages provided above.

Name of Offeror or Contractor:

L.5.4.2.9(b) Naming Convention of Offeror: "Offeror's_Name_Vol_4_DLRD_Applicable_Year(s)" , Naming Convention of Teammates/Subcontractors:

Offeror's_Name_Sub_Name_Vol_4_DLRD_Applicable_Year(s)

Note: Contractors shall include applicable year(s) in the title that are included in the file. For example, the end of the file name would be 2011-2018 (with the years representing the actual years of the data).

L.5.4.2.9(c) File Format: MS Word, MS Excel, or Adobe PDF.

L.5.4.2.9(d) Page Limit: None

L.5.4.2.9(e) COMPLIANCE REQUIREMENT: Failure of the Offeror, or its proposed Teammates/Subcontractors to provide its Direct Labor rate data and in compliance with L.5.4.2.9(c) shall render the Offeror's proposal non-compliant. The proposal will not be evaluated and will not be further considered for award.

L.5.4.2.10 Indirect Expense Rates.

L.5.4.2.10(a) Indirect rates allocate indirect costs such as overhead, general & administrative (G&A) expense, and fringe benefit costs. The Offeror shall provide the pool and base costs for all proposed indirect expense rates for itself and all Teammate(s)/Subcontractor(s) who do not submit a proposal independently. If a Teammate/Subcontractor is submitting an independent Cost/Price Proposal, then that Teammate/Subcontractor shall also provide the pool and base costs for all proposed indirect expense rates. All data shall be provided in a Microsoft Excel file with accompanying explanatory notes. Proposals also shall include an appropriately detailed description of how proposed indirect rates have been applied to proposed direct costs.

L.5.4.2.10(a)(1) Indirect Cost Rate = Indirect Cost Pool divided by Indirect Cost Allocation Base

L.5.4.2.10(a)(2) Pool: A descriptive summary of the costs proposed in each pool is required to be submitted in the Offeror's proposal for itself and all Teammate(s)/Subcontractor(s) who do not submit a proposal independently. If a Teammate/Subcontractor is submitting an independent Cost/Price Proposal, then that Teammate/Subcontractor shall also provide a descriptive summary of the costs proposed in each pool. An indirect cost pool is a logical grouping of indirect costs with a similar relationship to the cost objectives. For example, maintenance overhead pools include indirect costs that are associated with maintenance effort. Proposals also shall include an appropriately detailed description of how proposed indirect rates have been applied to proposed direct costs.

L.5.4.2.10(a)(3) Base: The Offeror shall describe the indirect cost allocation base for itself and all Teammate(s)/Subcontractor(s) who do not submit a proposal independently. If a Teammate/Subcontractor is submitting an independent Cost/Price Proposal, then that Teammate/Subcontractor shall describe the indirect cost allocation base. The indirect cost allocation base for overhead rates is usually labor dollars; for G&A rates, the base is usually Total Cost Input or Value Added; and for fringe benefit rates the base is labor dollars.

L.5.4.2.10(b) The Offerors proposal shall include Budgetary and Historical Cost Data.

L.5.4.2.10(b)(i) Budgetary Data.

L.5.4.2.10(b)(i)(1) The Offeror shall provide budgetary rate data for 2017 through 2021 depending upon availability for itself and all Teammate(s)/Subcontractor(s) who do not submit a proposal independently. If a Teammate/Subcontractor is submitting an independent Cost/Price Proposal, then that Teammate/Subcontractor shall also provide budgetary rate data for 2017 through 2021 depending upon availability. The data provided shall be the costs for the pools and bases used to calculate the proposed indirect cost rates. Appropriately detailed explanations shall be provided for the basis of 2017 through 2021 forecasted indirect rates. If budgetary data for 2016 has been used to estimate proposed 2017 through 2021 rates, provide that explanation. If any portion of the proposed 2017 through 2021 forecasted rates is a discrete estimate, an explanation and supporting data shall be provided. The budgetary data shall include the pool and base summary information as explained in L.5.4.2.10(a)(2) through L.5.4.2.10(a)(3). If the data is not available, the Offeror shall provide an explanation why the data cannot be provided.

L.5.4.2.10(b)(i)(2) If a Teammate/Subcontractor is submitting an independent Cost/Price Proposal and the data is not available, then that Teammate/Subcontractor shall also provide an explanation why the data cannot be provided.

L.5.4.2.10(b)(ii) Historical Cost Data (Historical Rates). The Offeror shall provide historical cost data for 2014, 2015, and 2016. If a Teammate/Subcontractor is submitting an independent Cost/Price Proposal, then that Teammate/Subcontractor shall provide historical actual cost data for 2014, 2015, and 2016. The historical data shall be provided in the same format as proposed rates and include detailed actual pool and base costs. If the data is not available, the Offeror shall provide an explanation why the data cannot be provided.

L.5.4.2.10(b)(ii)(1) If a Teammate/Subcontractor is submitting an independent Cost/Price Proposal and the data is not available, then that Teammate/Subcontractor shall provide an explanation why the data cannot be provided.

Name of Offeror or Contractor:

L.5.4.2.10(c) Naming Convention of Offeror: Offeror's_Name_Vol_4_IERD_Applicable_Year(s); or, Naming Convention of Teammates/Subcontractors:
Offeror's_Name_Sub_Name_Vol_4_IERD_Applicable_Year(s)

Note: Contractors shall include applicable year(s) in the title that are included in the file. For example, the end of the file name would be 2011-2018 (with the years representing the actual years of the data).

L.5.4.2.10(d) File Format: MS Excel.

L.5.4.2.10(e) Note: Information submitted in MS Excel shall be submitted with working formulas/algorithms. Any additional narrative explanation in support of how indirect rates are developed may be submitted in MS Word or Adobe PDF format.

L.5.4.2.10(f) Page Limit: None

L.5.4.2.10(g) COMPLIANCE REQUIREMENT: Failure of the Offeror, or its proposed Teammates/Subcontractors to provide its Indirect Expense rate data and in compliance with L.5.4.2.10(d) shall render the Offeror's proposal non-compliant. The proposal will not be evaluated and will not be further considered for award.

L.5.4.2.11 The Offeror shall prepare and provide a cross-walk of all proposed labor categories subject to the SCA or CBA to the corresponding labor categories or occupation codes in either the Attachment 0007 - Department of Labor Wage Determination (DOL WD) or the Attachment 0008 - Collective Bargaining Agreement (CBA). At a minimum, there must be a column listing all of the proposed labor categories, followed by two or more columns listing the corresponding DOL WD or CBA labor categories/occupation codes; Offerors may also include columns that list the applicable rates for each category. If a Teammate/Subcontractor is submitting an independent Cost/Price Proposal, then that Teammate/Subcontractor shall also prepare and provide a cross-walk of all proposed labor categories subject to the SCA or CBA to the corresponding labor categories or occupation codes in either the Attachment 0007 - Department of Labor Wage Determination (DOL WD) or the Attachment 0008 - Collective Bargaining Agreement (CBA).

L.5.4.2.11(a) Naming Convention of Offeror: Offeror's_Name_Vol_4_CW; or, Naming Convention of Teammates/Subcontractors:
Offeror's_Name_Sub_Name_Vol_4_CW

L.5.4.2.11(b) File Format: MS Word or Excel

L.5.4.2.11(c) Page Limit: none

L.5.4.2.11(d) COMPLIANCE REQUIREMENT: Failure of the Offeror or its proposed Teammates/Subcontractors, submitting independent Cost/Price Proposals to provide the detailed information shall render the Offeror's proposal non-compliant. The proposal will not be evaluated and will not be further considered for award.

L.5.5 NOT APPLICABLE

*** END OF NARRATIVE L0001 ***

Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

<http://farsite.hill.af.mil/VFFARA.HTM> or <http://farsite.hill.af.mil/VDFDARA.HTM> or <http://farsite.hill.af.mil/VFAFARA.HTM>

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|-----------------------|-------------|
| M-1 | 52.217-5 | EVALUATION OF OPTIONS | JUL/1990 |

M.1 BASIS OF AWARD:

M.1(a) A proposal is presumed to represent the Offeror's best efforts to respond to the RFP. Any inconsistency, whether real or apparent, between promised performance and cost must be explained in the proposal. For example, if the use of new and innovative techniques is intended, the impact on cost must be explained. For example, if a business policy decision to absorb a portion of the estimated cost was made, that approach shall be stated within the proposal (including any associated calculations). The burden of proof as to the cost credibility rests with the Offeror.

M.1.1 The Government expects to award a single combination Cost Plus Fixed Fee/Firm-Fixed Price task order with one (1) 12-month base period, to include a 60 day transition, and four one year evaluated option periods as a result of this RFP. Prior to award, the SBA will confirm the eligibility of the apparent successful Offeror to receive the contract award. The Government will make an award to the responsible Offeror (in accordance with FAR 9.1) whose proposal complies with the RFP requirements and is determined to be the lowest total evaluated (fair and reasonable) priced proposal that is determined to be Technically Acceptable. The responsibility determination shall include the following:

M.1.1.1 A review of the Offerors accounting system in accordance with FAR 16.301-3. Failure to provide the required documentation will impact the Contracting Officer's responsibility determination. Absent an adequate accounting system, an Offeror cannot be determined responsible under FAR 9.104-5 and will be ineligible for award.

M.1.1.2 An analysis of whether the apparent successful Offeror complies with the requirements of FAR 9.1. The Government may directly determine the responsibility of the apparent successful Offeror's Teammate(s) and/or Subcontractor(s) with the requirements of FAR 9.104-4.

M.1.1.3 NOT APPLICABLE

M.1.1.4 An evaluation of the Offerors property management plan to ensure the ability to comply with FAR 52.245-1 and provide for effective and efficient control of the Government property accountable to the resultant contract.

M.1.2 The Government reserves the right to award no task order at all, depending on the quality of the proposals, prices submitted, and the availability of funds. An award under this RFP in no way compels the Government to obligate additional dollars or additional option year periods.

M.2 "ADDITIONAL INFORMATION:

The Government reserves the right to: limit the competitive range for the purposes of efficiency; award without discussions; and make no award should no offer prove to be acceptable based on the criteria set forth in this RFP.

M.2.1 Offerors are cautioned to submit sufficient information and in the format specified in Section L. Offerors may be asked to clarify certain aspects of their proposals (for example, the relevance of past performance information) or respond to adverse past performance information to which the Offeror has not previously had an opportunity to respond. Adverse past performance is defined as past performance information that supports a less than satisfactory rating on any evaluation element or any unfavorable comments received from sources without a formal rating system. Clarifications and communications conducted to resolve minor or clerical errors will not constitute discussions.

M.3 "LISTING OF TOTAL PROPOSED PRICES AND STRICT COMPLIANCE REVIEW:

M.3.1 Listing of Total Proposed Prices. All timely offers will be listed according to the total proposed price (labeled as Total Proposed Price in Attachment 0005 Cost/Price Matrix) from lowest total proposed price to highest total proposed price. A cost/price analysis will not be completed prior to listing by total proposed price.

M.3.2 Strict Compliance Review. Proposals will be reviewed to determine if all compliance requirements set forth in Section L are

Name of Offeror or Contractor:

satisfied. The Government will conduct the strict compliance review starting with the lowest total proposed priced offer to the highest total proposed priced offer, until at least five (5) or 20% of the proposals (whichever is greater) are determined to be compliant. Note that initially only the pool of five (5) or 20% (whichever is greater) of the proposals found to be compliant will move to Step 1 Technical Factor Evaluations. However, if any of the proposals are found Technically Unacceptable in Step 1, the Government will continue to review additional proposals for compliance until the thresholds identified in Step 1 are met. If the Government receives less than five (5) proposals, all proposals will be reviewed for compliance, and those proposals found to be compliant move to Step 1 Technical Factor Evaluations.

M.3.2.1 The Government will compare the Offeror's proposal to Section L in order to perform a compliance review. Any Offeror's proposal determined non-compliant per the terms noted in Section L or determined non-compliant per paragraphs M.3.2.1.1 through M.3.2.1.3 below, will not be evaluated and will not be further considered for award. The compliance review will also include the following:

M.3.2.1.1 NOT APPLICABLE

M.3.2.1.2 The Government will verify that the Offeror's proposal includes approved Teammates by comparing the Offeror's Teaming Matrix (Attachment 0005, Tab 2) to the Offeror's BOA Attachment 0002 - Team Arrangement as of the closing date of this RFP. Proposed Teammate(s) Company Name and CAGE code must match the BOA Attachment 0002 information. The Government will also verify that the Other than Small Business Offeror's proposed Subcontractor(s), in addition to what is listed in the Offeror's BOA Attachment 0002 - Team Arrangement, are being proposed for the purpose of meeting the Offeror's Small Business Participation proposal. If an Offeror is required to propose itself and/or approved Teammates in any of the three functional areas (i.e. Maintenance, Supply, Transportation) and it lists a company that is not an approved Teammate by the closing date of this RFP, its proposal shall be rendered non-compliant. Non-compliant proposals will not be evaluated and will not be further considered for award.

M.3.2.1.3 The Government will verify the Offeror's Option Period Total Proposed Functional Labor Category 1 (FLC1) hours, on its Attachment 0002 - Staffing Labor Mix, are equal to or greater than the total minimum FLC1 hours, indicated in Exhibit A TE 5-001 M-S-T Minimum Functional Labor Category 1 Hours, by Functional Area. The minimum hours for this effort are: Maintenance 18,944, Supply 1,904, and Transportation 24,368 as provided in Exhibit A TE 1 M-S-T-0001 Minimum Functional Labor Category 1 Hours. See L.5.2.1.1(c)(5)(ii).

M.3.2.1.3(a) By using Microsoft Excel, the Government will verify the Offeror's proposed Option Period Total Proposed FLC1 Hours. In order to verify the Offeror's proposed Option Period Total Proposed FLC1 Hours by Functional Area (i.e. Maintenance, Supply, Transportation), the Government will:

M.3.2.1.3(a)(1) IAW L.5.2.1.1(c)(6)(xii), using the Microsoft Excel formula "=ROUND(number,num_digits)", round each FTE not entered by the Offeror to the nearest hundredth decimal (two decimal places to the right of the whole number) and

M.3.2.1.3(a)(2) Multiply the rounded number of proposed FLC1 FTEs for all FLC1 Labor Categories by the applicable Offeror-provided number of hours per year by employee type for Option Periods 1-4.

M.3.2.1.3(b) If the FLC1 hours contained in the Offeror's Attachment 0002 - Staffing/Labor Mix are not equal to or greater than the minimum FLC1 hours for each Functional Area (i.e., Maintenance, Supply, Transportation) identified in Exhibit A TE 1 M-S-T-0001 Functional Labor Category 1 Hours, the Offeror's proposal shall be rendered non-compliant and will not be evaluated nor further considered for award. The Offeror must satisfy the minimum FLC1 hours requirement as stated in this RFP without exception.

M.3.2.1.3(c) If the FLC1 hours calculated from the Offeror's Attachment 0002 - Staffing/Labor Mix are equal to or are greater than: : Maintenance 18,944, Supply 1,904, and Transportation 24,368 as provided in Exhibit A TE 1 M-S-T-0001 Functional Labor Category 1 Hours, the proposal will be eligible for further consideration and will be moved to STEP 1 of the evaluation process if all other compliance requirements in Section L and paragraphs a. and b. above are met.

M.3.2.2 Only Offerors whose proposals are determined to be compliant will move to Step 1 of the evaluation process.

M.4 EVALUATION METHODOLOGY:

M.4.1 This is a competitive best value source selection in which competing Offerors will be evaluated against four evaluation factors: Technical, Past Performance and Cost/Price. The Government will evaluate the Technical Factor on an Acceptable/Unacceptable basis. Technical tradeoffs will not be made and no additional credit will be given for exceeding acceptability. The Past Performance Factor will be evaluated using a qualitative assessment by assigning confidence ratings. Cost/Price will be an evaluated factor; however it will not be rated. The Past Performance Factor is significantly more important than the Cost/Price Factor. All non-cost factors, when combined, are significantly more important than the Cost/Price Factor. Award will be made to the responsible Offeror with the lowest evaluated (fair and reasonable) priced proposal that is determined Technically Acceptable with Substantial Confidence in Past Performance. The Government will pursue the following evaluation approach in support of an award decision:

STEP 1: Technical Factor Evaluations. The Technical Volumes will be evaluated on an Acceptable/Unacceptable basis in accordance with the criteria detailed in "EVALUATION CRITERIA" in Section M.5 below. The Government will evaluate the Technical proposals of the first

Name of Offeror or Contractor:

five (5) or 20% of the lowest total proposed priced compliant offers against the technical evaluation criteria. The Technical evaluations will continue until five (5) or 20% of the proposals (whichever is greater) are determined to be technically acceptable. Note that only five (5) or 20% (whichever is greater) of the proposals will move to Step 2. However, if the Government receives less than five (5) proposals, all proposals will be evaluated and all proposals found technically acceptable will move to Step 2. Additionally, the Government reserves the right to conduct discussions in accordance with M.4.4 as set forth below if the Contracting Officer determines that discussions would be advantageous to the Government.

STEP 2: Past Performance Factor and Cost/Price Factor Evaluations. All compliant proposals that are determined Technically Acceptable at Step 1 will be evaluated for Past Performance and Cost/Price in accordance with the criteria detailed in Section M.5 below.

- a. The Past Performance Factor will be evaluated using a qualitative assessment by assigning confidence ratings.
- b. The Cost/Price Factor will be evaluated for cost realism and price reasonableness. It will not be assigned a rating.
- d. All proposals which are determined to have Substantial Confidence in Past Performance, with a realistic cost and a fair and reasonable evaluated price, will move to Step 3.
- e. If there are less than two (2) proposals found to have both a Substantial Confidence rating in past Performance, with a realistic cost and a fair and reasonable evaluated price, the Government will then complete the strict compliance review of the next lowest total proposed priced proposal(s) in accordance with paragraph M.3 and will proceed to Step 1 to evaluate technical acceptability until there are five (5) or 20% (whichever is greater) proposals eligible to receive an award. [Note: If there are no additional technical proposals left to evaluate at Step 1, the Government may proceed as indicated in M.4.4. below.]
- f. The Government reserves the right to simultaneously evaluate Technical, Past Performance (if applicable), Small Business Participation (if applicable), and Cost/Price proposals.

STEP 3: As stated in M.1.1, the Government will make an award to the responsible Offeror (in accordance with FAR 9.1) whose proposal complies with the RFP requirements and is determined to be the lowest total evaluated priced proposal that is determined to be Technically Acceptable with Substantial Confidence in Past Performance. However, if all Offerors were assessed to have other than Substantial Confidence in Past Performance, the Government reserves the right to award to an Offeror with other than a Substantial Confidence rating in Past Performance. In that event, the Source Selection Authority will consider all factors and make a best value award decision.

M.4.2 Proposals shall be subject to evaluation by a team of Government personnel. Contents of written proposals and written responses to Evaluation Notices (if applicable) will be evaluated to determine the degree and extent to which the requirements set forth in the RFP are satisfied. No assumptions will be made by Government evaluators regarding areas not defined in the Offeror's written proposal.

M.4.3 Prior to award, the Government shall make an affirmative determination of responsibility for the apparent successful Offeror in accordance with FAR 9.1.

M.4.4 Discussions

M.4.4.1 The Government intends to award without discussions with respective Offerors. IF AND ONLY IF discussions are conducted at Step 1, the Government will make a competitive range determination, in accordance with FAR 15.306, based on the ratings of each Technical proposal against the Technical Factor evaluation criteria. Only highly rated Technical proposals will remain in the competitive range.

M.4.4.2 Definitions:

Deficiency: A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

Significant Weakness: A flaw that appreciably increases the risk of unsuccessful contract performance.

Uncertainty is any aspect of a non-cost/price factor proposal for which the intent of the offer is unclear (e.g. more than one way to interpret the offer or inconsistencies in the proposal indicating that there may have been an error, omission, or mistake).

M.4.4.3 IF AND ONLY IF discussions are conducted, upon completion of the Technical Factor evaluations, the Government will make a subsequent competitive range determination, in accordance with FAR 15.306, based on the final ratings of each Technical proposal against the Technical Factor evaluation criteria. Only Offerors determined Technically Acceptable will remain in this subsequent competitive range and proceed to the Past Performance and Cost/Price evaluations identified in STEP 2 above.

M.4.4.4 IF AND ONLY IF discussions are conducted in Step 2, upon completion of the Past Performance Factor and Cost/Price Factor evaluations, the Government will make a competitive range determination, in accordance with FAR 15.306. The Past Performance Factor will be evaluated using a qualitative assessment by assigning confidence ratings. The Cost/Price Factor will be evaluated for price reasonableness and cost realism, but it will not be assigned an adjectival rating. Only highly rated proposals or proposals not

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requiring a major rewrite will remain in the competitive range. Discussions will be held with all Offerors remaining in the competitive range.

M.5 EVALUATION CRITERIA:

M.5.1 Technical Factor:

The Government will evaluate the Technical Factor on an overall Acceptable/Unacceptable basis against all of the listed criteria identified in L.5.2 and M.5.1. In order to receive an overall Acceptable rating under the Technical Factor, an Acceptable rating must be received on all of the following elements:

M.5.1(a) Staffing and Management Plan

M.5.1(b) Mission Essential Contractor Services

M.5.1(c) Organizational Diagram

M.5.1.1 "Technical Factor Rating: The Technical Factor ratings and definitions are as follows:

Acceptable: The proposal clearly meets the minimum requirements of the RFP.

Unacceptable: The proposal does not clearly meet the minimum requirements of the RFP.

An Offeror must be Technically Acceptable in order to be considered for award. Offers determined Technically Unacceptable will not be considered for award.

M.5.1.2 Staffing and Management Plan (SMP): The Government will evaluate the Offeror's SMP (to include the use of appropriate descriptions for all labor categories proposed that are not contained in the Attachment 0008 Collective Bargaining Agreement (CBA), SCA Directory or TE 1-G-005 Key & Specified Non-Key Positions, in order to determine if the Offeror's proposal adequately details a realistic and feasible approach to deliver services required in the PWS, provided Technical Exhibits, and Attachments and is adequately supported by the Offeror's Attachment 0002 - Staffing/Labor Mix, for the following elements:

M.5.1.2(a) Offeror adequately demonstrates its ability to properly staff/organize the required effort by providing a realistic approach to creating its management structure from general staff oversight by first line supervisors through its company headquarters management. Offerors management structure demonstrates a clear understanding of the requirements related to executing the program by proposing adequate management and supervision of the effort.

M.5.1.2(b) Flexible Staffing Approach: The Offeror adequately demonstrates its ability to effectively and efficiently support short term fluctuations in effort (increase/decrease), long-term increase to workload, and long-term decrease to the effort by providing an approach that addresses:

M.5.1.2(b)(i) A realistic and feasible cross-utilization / temporary reallocation approach that effectively and efficiently makes use of existing staffing to better support short term requirement changes; provides better and more timely support; and reduces cost through more efficient staffing. Cross utilization adequately addresses a realistic and feasible approach that ensures safety, training, and certification requirements are met and does not impact or appear to impact quality of the effort.

M.5.1.2(b)(ii) A realistic and feasible approach to rapidly increase staffing during surges in effort addressing both long-term and short-term increases in workload where cross-utilization or temporary reallocation is not appropriate.

M.5.1.2(b)(iii) A realistic and feasible approach to effectively and efficiently reduce staffing to levels commensurate with decreased requirements during periods of protracted reductions in workload.

M.5.1.2(c) Transition-in Approach: The Offeror provides its time-phased approach to transitioning-in the effort from Notice to Proceed (NTP) to successfully reaching a fully operational capability (FOC), within the time indicated at M.1.1 that adequately addresses:

M.5.1.2(c)(1) A realistic and feasible approach to ensure open communication with the incumbent contractor and the Government to include timely periodic meetings documenting progress of transition (i.e., GFP/GFE inventories, hiring actions).

M.5.1.2(c)(2) A realistic and feasible approach to proper and timely hiring actions which include: pre-employment drug screening; qualification verification; requisition and issuance of contractor Common Access Cards (CAC) and access badges (as required); and processing of required security clearances (as required); while ensuring no impact to current operations.

M.5.1.2(c)(3) A realistic and feasible approach to the proper and timely assumption of accountability of GFP / GFE that includes properly conducting a joint inventory, to include reconciliation (prior to end of transition), with incumbent contractor while ensuring no impact to current operations.

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M.5.1.2(d) "Staffing/Labor Mix (Attachment 0002 - Staffing/Labor Mix): The Government will evaluate the Offeror's staffing approach to determine if the Offeror's proposed staffing solution meets the following criteria:

Note: For Technical evaluation purposes only, the Government will utilize the labor category definitions provided in the Attachment 0008 Collective Bargaining Agreement (CBA), SCA Directory of Occupations (5th Edition) and TEL-G-005 Key & Specified Non-Key Positions, or Offeror provided definitions to determine if the proposed labor category is consistent with the task(s) proposed. A cross-walk between the CBA and the SCA is provided in Attachment 0017.

M.5.1.2(d)(i) Demonstrates an adequate understanding of the effort by providing appropriate staffing that is realistic and feasible to successfully perform all of the PWS requirements. Staffing levels support workload requirements identified at Exhibit A TE 1 M-S-T-001 Minimum Functional Labor Category 1 Hours for both the base period and option periods (fully operational capable 12-month / 365 day periods)

M.5.1.2(d)(ii) Properly proposes and identifies the required Key and Specified Non-Key positions as instructed at L.5.2.1.1(c)(6)(i).

M.5.1.2(d)(iii) Properly proposes labor categories of each position with the expected skill set / skill level and expected level of responsibility commensurate with the effort/assigned position.

M.5.1.3 Mission Essential Contractor Services (MECS): The Government will evaluate the Offeror's MECS Plan by determining if the Offeror's proposed plan adequately details a realistic approach as to how it will continue to perform the essential contractor services listed in Attachment 0013 - Mission Essential Contractor Services. The proposed MECS Plan must specifically address each part of the DFARS 252.237-7024 (b)(2)(i through v).

M.5.1.4 Organizational Diagram: The Government will evaluate the Offeror's Organizational Diagram to determine if it depicts a realistic comprehensive organizational overview based on the following:

M.5.1.4(a) Adequately identifies the tasks to be performed by the Offeror, all proposed teammate(s) and proposed subcontractor(s) expected to perform 20% or more of the Offerors total estimated dollar value as found in column F of the Offerors Teaming Matrix (Attachment 0005, Tab 2).

M.5.1.4(b) Adequately identifies all of the command and control relationships among the Offeror, all proposed teammate(s) and proposed subcontractor(s) expected to perform 20% or more of the Offerors total estimated dollar value as found in column F of the Offerors Teaming Matrix (Attachment 0005, Tab 2). Adequately identifies leadership positions (e.g., team leads, foremen, supervisors, deputies, managers) responsible for performing successful oversight of each of the primary tasks areas identified in Section C-5 of the PWS. FTE Counts are not required and will not be evaluated as part of the Organizational Diagram.

M.5.1.4(c) Properly proposes an adequate, onsite independent quality control organization reporting directly to the corporate quality office.

M.5.2 Past Performance Factor:

M.5.2(a) Past performance information is evaluated as a predictor of future contract performance. The Government will assess the degree of confidence it has in the expectation that the Offeror will successfully complete the requirements in accordance with the contract terms based on the Offeror's demonstrated record of recent and relevant performance."

M.5.2(b) Definitions:

M.5.2(b)(i) The definitions in L.5.3.1.1 apply to this section.

M.5.2.1 The Government will assess the contract references provided in the Offeror's BOA proposal, the BOA annual review process, and task order proposals to date, data calls, and other information available from sources other than those identified by the Offeror, against the past performance evaluation criteria set forth below. The Government will include in its past performance evaluation any proposed Teammate and Subcontractor that is expected to perform 20% or more of the total value of column F in the Offerors Teaming Matrix (Attachment 0005, Tab 2) for this effort. The Government will confirm a proposed Teammate and Subcontractor is expected to perform 20% or more of the total value by referring to column F of the Offerors Teaming Matrix (Attachment 0005, Tab 2).

M.5.2.2 An Offeror's past performance record will be assessed to determine its Past Performance Confidence Assessment Rating. If an Offeror proposes the use of Teammates and Subcontractors, or is a Joint Venture, the Offeror's past performance record will be assessed in its totality to determine the Offeror's past performance rating. The Government may take any of the following into consideration when determining an Offeror's past performance confidence rating:

M.5.2.2(a) The specific functional areas (Maintenance, Transportation, Supply) the Offeror, its Teammate(s), or its Subcontractor(s) have performed as reflected by their respective past performance history, and the functional areas to be performed on the task order requirement by the Offeror, its Teammate(s) or its Subcontractor(s).

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M.5.2.2(b) The Offeror's, its Teammate(s) or its Subcontractor(s) overall percentage of participation for this task order requirement.

M.5.2.2(c) The Offeror's and/or its Teammate(s)/Subcontractor(s)' performance details and ratings received in Past Performance Questionnaires (PPQs), as well as the Past Performance Information Retrieval System (PPIRS), which includes both the Contractor Performance Assessment Reporting System (CPARS) and the Federal Performance and Integrity Information System (FAPIS). CPARS and PPQs will be utilized to assess a contractor's performance in the areas of Quality of Service, Schedule, Cost Control, and Utilization of Small Business. The areas of Quality of Service, Schedule, and Cost Control are more important than the Utilization of Small Business.

M.5.2.3 In evaluating performance history, the Government may review the Offeror's current and prior performance record of complying with all aspects of its contractual agreement.

M.5.2.4 In conducting the past performance evaluation, the Government may use information obtained from other sources, or may use information with regard to other contracts performed by the Offeror of which it has knowledge, whether or not those contracts are disclosed to the Government by the Offeror. It may also use any past performance that occurs after the RFP closing date and prior to award. The Government is not required to interview all points of contact identified by Offerors.

M.5.2.5 The Government may consider the recency, relevancy, source and context of the past performance information it evaluates, as well as general trends in performance, and demonstrated corrective actions. A significant achievement, problem, problem resolution or lack of relevant data in any element can become an important consideration in the assessment process. An adverse finding in any element or a lack of relevant data in regards to a performance issue may result in an overall lower confidence assessment rating.

M.5.2.6 The Government may also consider past performance information regarding predecessor companies. Past performance for parent/sister companies or other corporate entities may be evaluated only if these companies or entities are listed as approved teammates or subcontractors on the Offerors Teaming Matrix (Attachment 0005, Tab 2) and are expected to perform 20% or more of the total value of column F in the Offerors Teaming Matrix (Attachment 0005, Tab 2).

M.5.2.7 Recency. Recency, as it pertains to past performance information, is a measure of the time that has elapsed since the past performance reference occurred. Recency is generally expressed as a time period during which past performance references are considered relevant. For the purpose of this requirement, recency is any contract under which any performance, delivery, or corrective action has occurred within the following time standards: five (5) years prior to this RFP closing date, regardless of the award date.

M.5.2.8 Relevancy. The relevancy of the past performance information will be evaluated as follows:

M.5.2.8(a) Relevant: Present/past performance effort involved similar scope and magnitude of effort and complexities this RFP requires.

M.5.2.8(b) Not Relevant: Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this RFP requires.

M.5.2.8(c) In order to determine if a reference is relevant, the reference must meet the scope, magnitude, and complexity requirements as detailed below.

M.5.2.8(c)(i) In order to determine if a reference is similar in scope to the Rock Island Arsenal Task Order, the reference must have demonstrated similar experience, to the Rock Island Arsenal PWS Attachment 0001, in at least one of the following functional areas:

M.5.2.8(c)(i)(a) Maintenance

M.5.2.8(c)(i)(b) Supply

M.5.2.8(c)(i)(c) Transportation

M.5.2.8(c)(ii) "In order to determine if a reference is similar in magnitude and complexity to the Rock Island Arsenal Task Order, the Annual Average Dollar value must meet or exceed the minimum level of relevant experience identified below:

Maintenance: Offeror Reference - \$1M average annually; Subcontractor/ Teammate Reference - \$200K average annually

Supply: Offeror Reference - \$1.2M average annually; Subcontractor/ Teammate Reference - \$240K average annually

Transportation: Offeror Reference - \$1M average annually; Subcontractor/ Teammate Reference - \$200K average annually

Total \$3.2M average annually

M.5.2.8(c)(iii) When reviewing contract references for magnitude and complexity, the evaluator will determine the relevant functional areas contained in a contract reference and apply the minimum applicable threshold. For example, if all three functional areas apply to the Offeror's contract reference, the average annual dollar value must be at least \$3.2M for the reference to be determined similar in magnitude and complexity. If the Maintenance and Supply functional areas apply to the Offeror's contract reference, the average annual dollar value must be at least \$2.2M for the reference to be determined similar in magnitude and complexity.

Name of Offeror or Contractor:

M.5.2.8(c)(iii)(1) Please note that for Joint Ventures (JVs), Past Performance references need not be performed by the JV itself. References for efforts performed by one or more of the entities comprising the JV, that are otherwise determined as recent and relevant, will be considered when evaluating the JV's past performance. In determining relevancy the reference must meet the thresholds for magnitude and complexity applicable for the Offeror.

M.5.2.9 Performance Confidence. Based on an assessment of all of the recent, relevant past performance information identified, the Government will determine an overall confidence rating for the Offeror. The overall confidence rating will be determined using the rating definitions below and will be based on the Offeror's and Teammate(s) and Subcontractor(s) (who are expected to perform 20% or more of the total value for this effort) recent/relevant performance record and the Government's expectation that the Offeror will successfully perform the required effort. When determining the confidence assessment, consideration will be given to the depth and breadth of the Offeror's and Teammate(s) and Subcontractor(s) demonstrated recent/relevant experience.

M.5.2.9(a) Substantial Confidence: Based on the Offeror's recent/relevant performance record, the Government has a high expectation that the Offeror will successfully perform the required effort.

M.5.2.9(b) Satisfactory Confidence: Based on the Offeror's recent/relevant performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort.

M.5.2.9(c) Limited Confidence: Based on the Offeror's recent/relevant performance record, the Government has a low expectation that the Offeror will successfully perform the required effort.

M.5.2.9(d) No Confidence: Based on the Offeror's recent/relevant performance record, the Government has no expectation that the Offeror will be able to successfully perform the required effort.

M.5.2.9(e) Unknown Confidence (Neutral): No recent/relevant performance record is available or the Offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

M.5.3 Cost/Price Factor:

M.5.3.1 The total evaluated price will be the total of the Offeror's submitted cost/price proposal as detailed in Attachment 0005 Cost Price Matrix plus any Government identified probable cost adjustments as determined in accordance with FAR 15.404-1(d) Cost Realism Analysis. Cost/Price proposals will not be assigned an adjectival rating. The Firm Fixed Price and Cost Proposals will be evaluated for cost realism and reasonableness in accordance with FAR 15.404-1, Proposal Analysis Techniques.

M.5.3.2 Cost Realism Analysis. Cost Realism is the process of independently reviewing and evaluating specific elements of the Offeror's proposed cost elements to determine the following: whether the estimated proposed cost elements are realistic and feasible for the work to be performed; whether the proposed cost elements reflect a clear understanding of the requirements; and whether the proposed cost elements are consistent with the unique methods of performance described in the Technical Proposal. Cost realism analysis shall be performed on cost reimbursement contracts to determine the probable cost of performance for each Offeror. The probable cost may differ from the proposed cost and should reflect the Government's best estimate of the cost of any contract that is likely to result from the Offeror's proposal.

M.5.3.2.1 The Government will evaluate proposals for Cost Realism. Offerors are cautioned that the Government has concerns with the potential for post-award performance problems if Offerors propose unrealistically low costs. Therefore, the Government reserves the option of rejecting a proposal if, in the exercise of its judgement, it determines that an Offeror's cost proposal is unrealistically low, regardless of technical merit and/or evaluated costs. The magnitude of any necessary and appropriate most probable cost (MPC) adjustments may be taken into consideration. For example, if as a result of the Cost Realism analysis it becomes clear to the Government that any necessary upward MPC adjustments are so substantial that they present an unacceptable risk (notwithstanding an assessed rating of acceptable under the technical factor), the proposal may be rejected and not further considered for award. Therefore, failure of the Offeror to establish the credibility of its proposed costs may result in a MPC adjustment being made to the costs proposed, and/or the proposal being rejected as unrealistically low and not further considered for award.

M.5.3.3 Capped Rates.

M.5.3.3(a) Indirect Rates: If the Offeror's or Teammate(s)/Subcontractor(s)' proposals include indirect expense rates not fully supported, those rates will be capped at the proposed rates for evaluation purposes and contract execution. By submitting a proposal for this task order, the Offeror and Teammate(s)/Subcontractor(s) understand and accept that the Government will cap any indirect expense rates not fully supported at the proposed rates. An Offeror or Teammate/Subcontractor that takes exception to this requirement will be deemed unacceptable and will not be further considered for award. The Offeror and Teammate/Subcontractor capped rates will be included in the contract award.

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

M.5.3.4 Teammate/Subcontractor Proposal Consistency. If a Teammate(s)/Subcontractor(s) detailed cost proposal differs from the pricing

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Name of Offeror or Contractor:

that the Offeror includes in its proposal, the Teammate(s)/Subcontractor(s) detailed cost proposal will take precedence and may result in an adjustment to the Offeror's proposal.

M.5.3.5 Evaluation of Option to Extend Services. As part of the price evaluation, the Government will evaluate the Option to Extend Services under FAR Clause 52.217-8 by adding one-half of the Offeror's final option period price to the Offeror's total price. Therefore, the Offeror's total evaluated price will include the prices for the base period, first option period, second option period, third option period, fourth option period, plus one-half of the fourth option period price.

M.5.3.6 The Government will review the Offeror and Teammate/Subcontractors cross-walk(s) of all proposed labor categories subject to the SCA and/or CBA to the corresponding labor categories and/or occupation codes in either the Attachment 0007 - Department of Labor Wage Determination (DOL WD) or the Attachment 0008 - Collective Bargaining Agreement (CBA) to ensure proposed labor rates are in accordance with the SCA and/or CBA.

M.5.3.7 Unbalanced Pricing. As part of the cost/price evaluation, proposals will be reviewed to identify any potential Unbalanced Pricing. In accordance with FAR 15.404-1(g), Unbalanced Pricing, a proposal may be rejected if the Contracting Officer determines the lack of balance poses an unacceptable risk to the Government.

M.5.3.8 Sources. The methods of evaluation noted above may include the use of information from sources such as, but not limited to, the DCAA and the DCMA.

*** END OF NARRATIVE M0001 ***

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

CHANGED CS6103 52.237-4511 01-MAY-2013 CONTRACTOR MANPOWER REPORTING
(ACC-RI)

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Logistics Support Services for Rock Island Arsenal via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <http://www.ecmra.mil/>, and then click on "Department of the Army CMRA" or the icon of the DoD organization that is receiving or benefitting from the contracted services.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2017. Contractors may direct questions to the help desk by clicking on Send an email which is located under the Help Resources ribbon on the right side of the login page of the applicable Service/Components CMR website".

(End of Statement of Work)

SECTION E - INSPECTION AND ACCEPTANCE

ADDED/PUSH EF00001 52.246-2 01-AUG-1996 INSPECTION OF SUPPLIES--FIXED-PRICE
 ADDED/PUSH EF00005 52.246-3 01-MAY-2001 INSPECTION OF SUPPLIES--COST-REIMBURSEMENT
 AUTO EF00006 52.246-4 01-AUG-1996 INSPECTION OF SERVICES--FIXED-PRICE
 AUTO EF00007 52.246-5 01-APR-1984 INSPECTION OF SERVICES--COST-REIMBURSEMENT
 ADDED/PUSH EF00017 52.246-14 01-APR-1984 INSPECTION OF TRANSPORTATION
 ADDED/PUSH EF00019 52.246-16 01-APR-1984 RESPONSIBILITY FOR SUPPLIES
 CHANGED EF60001 52.246-11 01-DEC-2014 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT

(a) The contractor shall comply with the higher-level quality standard(s) listed below.
ISO 9001-2008

(b) The contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts in--

(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or

(2) When the technical requirements of a subcontract require--

(i) Control of such things as design, work operations, in-process control, testing and inspection; or

(ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

(End of clause)

SECTION F - DELIVERIES OR PERFORMANCE

ADDED/PUSH FF00003 52.242-15 01-APR-1984 STOP-WORK ORDER (AUG 1989) -- ALTERNATE I (APR 1984)
 ADDED/PUSH FF00005 52.242-17 01-APR-1984 GOVERNMENT DELAY OF WORK
 AUTO FA00003 252.211-7007 01-AUG-2012 REPORTING OF GOVERNMENT-FURNISHED PROPERTY

SECTION G - CONTRACT ADMINISTRATION DATA

CHANGED GA60003 252.232-7006 01-MAY-2013 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS

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

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

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"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at https://www.acquisition.gov/ and

(2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

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

2-IN-1

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

Destination

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

| Field Name in WAWF | Data to be entered in WAWF |
|---------------------------|----------------------------|
| Pay Official DoDAAC | TBD |
| Issue By DoDAAC | TBD |
| Admin DoDAAC | TBD |
| Inspect By DoDAAC | TBD |
| Ship To Code | TBD |
| Ship From Code | TBD |
| Mark For Code | TBD |
| Service Approver (DoDAAC) | TBD |
| Service Acceptor (DoDAAC) | TBD |
| Accept at Other DoDAAC | TBD |
| LPO DoDAAC | TBD |
| DCAA Auditor DoDAAC | TBD |
| Other DoDAAC(s) | TBD |

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

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

N/A

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(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

N/A

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

(End of clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

| | | | | |
|------|--------|-------------------------|-------------|--|
| AUTO | HS7015 | 52.242-4591 (ACC-RI) | 01-DEC-2005 | CONTRACTOR PERFORMANCE INFORMATION |
| AUTO | HS7600 | 52.247-4545 (ACC-RI) | 01-MAY-1993 | PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION |

SECTION I - CONTRACT CLAUSES

| | | | | |
|------------|---------|-----------|-------------|--|
| AUTO | IF00359 | 52.202-1 | 01-NOV-2013 | DEFINITIONS |
| ADDED/PUSH | IF00002 | 52.203-3 | 01-APR-1984 | GRATUITIES |
| AUTO | IF00003 | 52.203-5 | 01-MAY-2014 | COVENANT AGAINST CONTINGENT FEES |
| AUTO | IF00004 | 52.203-6 | 01-SEP-2006 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT |
| AUTO | IF00006 | 52.203-7 | 01-MAY-2014 | ANTI-KICKBACK PROCEDURES |
| AUTO | IF00007 | 52.203-8 | 01-MAY-2014 | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY |
| AUTO | IF00008 | 52.203-10 | 01-MAY-2014 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY |
| AUTO | IF00009 | 52.203-12 | 01-OCT-2010 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS |
| ADDED/PUSH | IF00405 | 52.203-16 | 01-DEC-2011 | PREVENTING PERSONAL CONFLICTS OF INTEREST |
| ADDED/PUSH | IF00010 | 52.204-2 | 01-AUG-1996 | SECURITY REQUIREMENTS |
| AUTO | IF00013 | 52.204-4 | 01-MAY-2011 | PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER |
| ADDED/PUSH | IF00015 | 52.204-9 | 01-JAN-2011 | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL |
| AUTO | IF00364 | 52.204-10 | 01-OCT-2015 | REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS |
| AUTO | IF00409 | 52.204-13 | 01-JUL-2013 | SYSTEM FOR AWARD MANAGEMENT MAINTENANCE |
| AUTO | IF00419 | 52.204-18 | 01-JUL-2016 | COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE |
| ADDED/PUSH | IF00022 | 52.208-9 | 01-MAY-2014 | CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES |
| AUTO | IF00023 | 52.209-6 | 01-OCT-2015 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT |
| AUTO | IF00406 | 52.209-9 | 01-JUL-2013 | UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS |
| ADDED/PUSH | IF00401 | 52.210-1 | 01-APR-2011 | MARKET RESEARCH |

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| ADDED/PUSH | IF00026 | 52.211-15 | 01-APR-2008 | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS |
| ADDED/PUSH | IF00038 | 52.215-2 | 01-OCT-2010 | AUDIT AND RECORDS--NEGOTIATIONS |
| ADDED/PUSH | IF00042 | 52.215-8 | 01-OCT-1997 | ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT |
| ADDED/PUSH | IF00046 | 52.215-10 | 01-AUG-2011 | PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA |
| ADDED/PUSH | IF00048 | 52.215-12 | 01-OCT-2010 | SUBCONTRACTOR CERTIFIED COST OR PRICING DATA |
| ADDED/PUSH | IF00049 | 52.215-13 | 01-OCT-2010 | SUBCONTRACTOR CERTIFIED COST OR PRICING DATA--MODIFICATIONS |
| ADDED/PUSH | IF00052 | 52.215-15 | 01-OCT-2010 | PENSION ADJUSTMENTS AND ASSET REVERSIONS |
| ADDED/PUSH | IF00054 | 52.215-18 | 01-JUL-2005 | REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS |
| ADDED/PUSH | IF00382 | 52.215-23 | 01-OCT-2009 | LIMITATIONS ON PASS-THROUGH CHARGES |
| ADDED/PUSH | IF00059 | 52.216-8 | 01-JUN-2011 | FIXED FEE |
| ADDED/PUSH | IF00067 | 52.216-26 | 01-DEC-2002 | PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION |
| ADDED/PUSH | IF00072 | 52.219-6 | 01-NOV-2011 | NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE |
| ADDED/PUSH | IF00396 | 52.219-8 | 01-OCT-2014 | UTILIZATION OF SMALL BUSINESS CONCERNS |
| ADDED/PUSH | IF00404 | 52.219-13 | 01-NOV-2011 | NOTICE OF SET-ASIDE OF ORDERS |
| ADDED/PUSH | IF00083 | 52.219-14 | 01-NOV-2011 | LIMITATIONS ON SUBCONTRACTING |
| ADDED/PUSH | IF00087 | 52.222-1 | 01-FEB-1997 | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES |
| ADDED/PUSH | IF00088 | 52.222-3 | 01-JUN-2003 | CONVICT LABOR |
| ADDED/PUSH | IF00089 | 52.222-4 | 01-MAY-2014 | CONTRACT WORK HOURS AND SAFETY STANDARDS--OVERTIME COMPENSATION |
| ADDED/PUSH | IF00410 | 52.222-17 | 01-MAY-2014 | NONDISPLACEMENT OF QUALIFIED WORKERS |
| ADDED/PUSH | IF00102 | 52.222-19 | 01-FEB-2016 | CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES |
| ADDED/PUSH | IF00104 | 52.222-21 | 01-APR-2015 | PROHIBITION OF SEGREGATED FACILITIES |
| ADDED/PUSH | IF00105 | 52.222-26 | 01-APR-2015 | EQUAL OPPORTUNITY |
| ADDED/PUSH | IF00112 | 52.222-37 | 01-FEB-2016 | EMPLOYMENT REPORTS ON VETERANS |
| ADDED/PUSH | IF00395 | 52.222-40 | 01-DEC-2010 | NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT |
| ADDED/PUSH | IF00113 | 52.222-41 | 01-MAY-2014 | SERVICE CONTRACT LABOR STANDARDS |
| ADDED/PUSH | IF00114 | 52.222-43 | 01-MAY-2014 | FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) |
| ADDED/PUSH | IF00116 | 52.222-50 | 01-MAR-2015 | COMBATING TRAFFICKING IN PERSONS |
| ADDED/PUSH | IF00381 | 52.222-54 | 01-OCT-2015 | EMPLOYMENT ELIGIBILITY VERIFICATION |
| ADDED/PUSH | IF00420 | 52.222-55 | 01-DEC-2015 | MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 |
| ADDED/PUSH | IF00413 | 52.223-2 | 01-SEP-2013 | AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS |
| ADDED/PUSH | IF00117 | 52.223-5 | 01-MAY-2011 | POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION |

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| ADDED/PUSH | IF00121 | 52.223-6 | 01-MAY-2001 | DRUG-FREE WORKPLACE |
| ADDED/PUSH | IF00122 | 52.223-10 | 01-MAY-2011 | WASTE REDUCTION PROGRAM |
| ADDED/PUSH | IF00124 | 52.223-12 | 01-JUN-2016 | MAINTENANCE, SERVICE, REPAIR, OR DISPOSAL OF REFRIGERATION EQUIPMENT AND AIR CONDITIONERS |
| ADDED/PUSH | IF00371 | 52.223-15 | 01-DEC-2007 | ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS |
| ADDED/PUSH | IF00373 | 52.223-16 | 01-JUN-2014 | ACQUISITION OF EPEAT[supreg]-REGISTERED PERSONAL COMPUTER PRODUCTS (OCT 2015) -- ALTERNATE I (JUN 2014) |
| ADDED/PUSH | IF00374 | 52.223-17 | 01-MAY-2008 | AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS |
| AUTO | IF00394 | 52.223-18 | 01-AUG-2011 | ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING |
| ADDED/PUSH | IF00402 | 52.223-19 | 01-MAY-2011 | COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS |
| ADDED/PUSH | IF00126 | 52.224-1 | 01-APR-1984 | PRIVACY ACT NOTIFICATION |
| ADDED/PUSH | IF00127 | 52.224-2 | 01-APR-1984 | PRIVACY ACT |
| ADDED/PUSH | IF00133 | 52.225-13 | 01-JUN-2008 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES |
| ADDED/PUSH | IF00136 | 52.227-1 | 01-DEC-2007 | AUTHORIZATION AND CONSENT |
| ADDED/PUSH | IF00140 | 52.227-2 | 01-DEC-2007 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT |
| ADDED/PUSH | IF00151 | 52.228-5 | 01-JAN-1997 | INSURANCE--WORK ON A GOVERNMENT INSTALLATION |
| ADDED/PUSH | IF00152 | 52.228-7 | 01-MAR-1996 | INSURANCE--LIABILITY TO THIRD PERSONS |
| ADDED/PUSH | IF00161 | 52.229-3 | 01-FEB-2013 | FEDERAL, STATE, AND LOCAL TAXES |
| AUTO | IF00170 | 52.232-1 | 01-APR-1984 | PAYMENTS |
| AUTO | IF00175 | 52.232-8 | 01-FEB-2002 | DISCOUNTS FOR PROMPT PAYMENT |
| ADDED/PUSH | IF00176 | 52.232-9 | 01-APR-1984 | LIMITATION ON WITHHOLDING OF PAYMENTS |
| AUTO | IF00178 | 52.232-11 | 01-APR-1984 | EXTRAS |
| ADDED/PUSH | IF00179 | 52.232-17 | 01-MAY-2014 | INTEREST |
| ADDED/PUSH | IF00181 | 52.232-20 | 01-APR-1984 | LIMITATION OF COST |
| ADDED/PUSH | IF00183 | 52.232-22 | 01-APR-1984 | LIMITATION OF FUNDS |
| AUTO | IF00185 | 52.232-23 | 01-APR-1984 | ASSIGNMENT OF CLAIMS (MAY 2014) -- ALTERNATE I (APR 1984) |
| ADDED/PUSH | IF00188 | 52.232-25 | 01-FEB-2002 | PROMPT PAYMENT (JUL 2013) - ALTERNATE I (FEB 2002) |
| ADDED/PUSH | IF00191 | 52.232-33 | 01-JUL-2013 | PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT |
| AUTO | IF00411 | 52.232-39 | 01-JUN-2013 | UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS |
| AUTO | IF00414 | 52.232-40 | 01-DEC-2013 | PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS |
| ADDED/PUSH | IF00194 | 52.233-1 | 01-MAY-2014 | DISPUTES |
| AUTO | IF00196 | 52.233-3 | 01-AUG-1996 | PROTEST AFTER AWARD |
| AUTO | IF00197 | 52.233-3 | 01-JUN-1985 | PROTEST AFTER AWARD (AUG 1996) -- ALTERNATE I (JUN 1985) |

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| AUTO | IF00198 | 52.233-4 | 01-OCT-2004 | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM |
| ADDED/PUSH | IF00223 | 52.237-2 | 01-APR-1984 | PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION |
| ADDED/PUSH | IF00224 | 52.237-3 | 01-JAN-1991 | CONTINUITY OF SERVICES |
| AUTO | IF00231 | 52.242-1 | 01-APR-1984 | NOTICE OF INTENT TO DISALLOW COSTS |
| AUTO | IF00233 | 52.242-3 | 01-MAY-2014 | PENALTIES FOR UNALLOWABLE COSTS |
| ADDED/PUSH | IF00234 | 52.242-4 | 01-JAN-1997 | CERTIFICATION OF FINAL INDIRECT COSTS |
| AUTO | IF00235 | 52.242-13 | 01-JUL-1995 | BANKRUPTCY |
| ADDED/PUSH | IF00238 | 52.243-1 | 01-APR-1984 | CHANGES--FIXED PRICE (AUG 1987) -- ALTERNATE I (APR 1984) |
| AUTO | IF00244 | 52.243-2 | 01-APR-1984 | CHANGES - COST-REIMBURSEMENT (AUG 1987) -- ALTERNATE I (APR 1984) |
| ADDED/PUSH | IF00245 | 52.243-2 | 01-APR-1984 | CHANGES - COST REIMBURSEMENT (AUG 1987) -- ALTERNATE II (APR 1984) |
| ADDED/PUSH | IF00254 | 52.244-5 | 01-DEC-1996 | COMPETITION IN SUBCONTRACTING |
| AUTO | IF00255 | 52.244-6 | 01-JUN-2016 | SUBCONTRACTS FOR COMMERCIAL ITEMS |
| AUTO | IF00391 | 52.245-1 | 01-APR-2012 | GOVERNMENT PROPERTY |
| ADDED/PUSH | IF00392 | 52.245-1 | 01-APR-2012 | GOVERNMENT PROPERTY (APR 2012) -- ALTERNATE I (APR 2012) |
| AUTO | IF00267 | 52.245-9 | 01-APR-2012 | USE AND CHARGES |
| ADDED/PUSH | IF00307 | 52.247-63 | 01-JUN-2003 | PREFERENCE FOR U.S.-FLAG AIR CARRIERS |
| ADDED/PUSH | IF00311 | 52.248-1 | 01-OCT-2010 | VALUE ENGINEERING |
| ADDED/PUSH | IF00322 | 52.249-2 | 01-APR-2012 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) |
| ADDED/PUSH | IF00328 | 52.249-4 | 01-APR-1984 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) |
| AUTO | IF00330 | 52.249-6 | 01-MAY-2004 | TERMINATION (COST REIMBURSEMENT) |
| AUTO | IF00336 | 52.249-8 | 01-APR-1984 | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) |
| ADDED/PUSH | IF00337 | 52.249-8 | 01-APR-1984 | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) -- ALTERNATE I (APR 1984) |
| AUTO | IF00347 | 52.249-14 | 01-APR-1984 | EXCUSABLE DELAYS |
| ADDED/PUSH | IF00350 | 52.251-1 | 01-APR-2012 | GOVERNMENT SUPPLY SOURCES |
| ADDED/PUSH | IF00352 | 52.251-2 | 01-JAN-1991 | INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES |
| ADDED/PUSH | IF00353 | 52.253-1 | 01-JAN-1991 | COMPUTER GENERATED FORMS |
| ADDED/PUSH | IA00001 | 252.201-7000 | 01-DEC-1991 | CONTRACTING OFFICER'S REPRESENTATIVE |
| AUTO | IA00285 | 252.203-7000 | 01-SEP-2011 | REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS |
| AUTO | IA00267 | 252.203-7001 | 01-DEC-2008 | PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES |
| AUTO | IA00287 | 252.203-7002 | 01-SEP-2013 | REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS |
| ADDED/PUSH | IA00302 | 252.203-7003 | 01-DEC-2012 | AGENCY OFFICE OF THE INSPECTOR GENERAL |

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| ADDED/PUSH | IA00268 | 252.204-7000 | 01-AUG-2013 | DISCLOSURE OF INFORMATION |
| AUTO | IA00269 | 252.204-7003 | 01-APR-1992 | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT |
| AUTO | IA00332 | 252.204-7004 | 01-FEB-2014 | ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT |
| ADDED/PUSH | IA00008 | 252.204-7005 | 01-NOV-2001 | ORAL ATTESTATION OF SECURITY RESPONSIBILITIES |
| ADDED/PUSH | IA00009 | 252.204-7006 | 01-OCT-2005 | BILLING INSTRUCTIONS |
| AUTO | IA00354 | 252.204-7012 | 01-DEC-2015 | SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING |
| AUTO | IA00339 | 252.204-7015 | 01-MAY-2016 | NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT |
| AUTO | IA00010 | 252.205-7000 | 01-DEC-1991 | PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS |
| AUTO | IA00011 | 252.209-7004 | 01-OCT-2015 | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY |
| ADDED/PUSH | IA00014 | 252.215-7000 | 01-DEC-2012 | PRICING ADJUSTMENTS |
| ADDED/PUSH | IA00015 | 252.215-7002 | 01-DEC-2012 | COST ESTIMATING SYSTEM REQUIREMENTS |
| ADDED/PUSH | IA00031 | 252.217-7028 | 01-DEC-1991 | OVER AND ABOVE WORK |
| AUTO | IA00355 | 252.222-7006 | 01-DEC-2010 | RESTRICTIONS ON THE USE OF MANDTORY ARBITRATION AGREEMENTS |
| ADDED/PUSH | IA00041 | 252.223-7002 | 01-MAY-1994 | SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES |
| ADDED/PUSH | IA00042 | 252.223-7003 | 01-DEC-1991 | CHANGE IN PLACE OF PERFORMANCE--AMMUNITION AND EXPLOSIVES |
| ADDED/PUSH | IA00043 | 252.223-7004 | 01-SEP-1988 | DRUG-FREE WORK FORCE |
| ADDED/PUSH | IA00044 | 252.223-7006 | 01-SEP-2014 | PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS--BASIC |
| ADDED/PUSH | IA00320 | 252.223-7008 | 01-JUN-2013 | PROHIBITION OF HEXAVALENT CHROMIUM |
| ADDED/PUSH | IA00048 | 252.225-7004 | 01-OCT-2015 | REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-- SUBMISSION AFTER AWARD |
| ADDED/PUSH | IA00052 | 252.225-7012 | 01-FEB-2013 | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES |
| ADDED/PUSH | IA00056 | 252.225-7015 | 01-JUN-2005 | RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS |
| ADDED/PUSH | IA00057 | 252.225-7016 | 01-JUN-2011 | RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS |
| ADDED/PUSH | IA00062 | 252.225-7025 | 01-DEC-2009 | RESTRICTION ON ACQUISITION OF FORGINGS |
| ADDED/PUSH | IA00064 | 252.225-7030 | 01-DEC-2006 | RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE |
| AUTO | IA00333 | 252.225-7048 | 01-JUN-2013 | EXPORT-CONTROLLED ITEMS |
| AUTO | IA00072 | 252.226-7001 | 01-SEP-2004 | UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS |
| ADDED/PUSH | IA00076 | 252.227-7013 | 01-FEB-2014 | RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS |
| ADDED/PUSH | IA00078 | 252.227-7014 | 01-FEB-2014 | RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION |
| ADDED/PUSH | IA00080 | 252.227-7015 | 01-FEB-2014 | TECHNICAL DATA--COMMERCIAL ITEMS |
| ADDED/PUSH | IA00081 | 252.227-7016 | 01-JAN-2011 | RIGHTS IN BID OR PROPOSAL INFORMATION |

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| ADDED/PUSH | IA00084 | 252.227-7019 | 01-SEP-2011 | VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE |
| ADDED/PUSH | IA00089 | 252.227-7025 | 01-MAY-2013 | LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS |
| ADDED/PUSH | IA00091 | 252.227-7027 | 01-APR-1988 | DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE |
| ADDED/PUSH | IA00092 | 252.227-7030 | 01-MAR-2000 | TECHNICAL DATA--WITHHOLDING OF PAYMENT |
| ADDED/PUSH | IA00096 | 252.227-7037 | 01-JUN-2013 | VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA |
| ADDED/PUSH | IA00271 | 252.231-7000 | 01-DEC-1991 | SUPPLEMENTAL COST PRINCIPLES |
| AUTO | IA00115 | 252.232-7003 | 01-JUN-2012 | ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS |
| AUTO | IA00272 | 252.232-7010 | 01-DEC-2006 | LEVIES ON CONTRACT PAYMENTS |
| AUTO | IA00308 | 252.237-7010 | 01-JUN-2013 | PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL |
| ADDED/PUSH | IA00277 | 252.239-7001 | 01-JAN-2008 | INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION |
| ADDED/PUSH | IA00321 | 252.242-7005 | 01-FEB-2012 | CONTRACTOR BUSINESS SYSTEMS |
| ADDED/PUSH | IA00322 | 252.242-7006 | 01-FEB-2012 | ACCOUNTING SYSTEM ADMINISTRATION |
| AUTO | IA00147 | 252.243-7001 | 01-DEC-1991 | PRICING OF CONTRACT MODIFICATIONS |
| AUTO | IA00148 | 252.243-7002 | 01-DEC-2012 | REQUESTS FOR EQUITABLE ADJUSTMENT |
| AUTO | IA00149 | 252.244-7000 | 01-JUN-2013 | SUBCONTRACTS FOR COMMERCIAL ITEMS |
| ADDED/PUSH | IA00323 | 252.244-7001 | 01-MAY-2014 | CONTRACTOR PURCHASING SYSTEM ADMINISTRATION--BASIC |
| AUTO | IA00317 | 252.245-7001 | 01-APR-2012 | TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY |
| AUTO | IA00318 | 252.245-7002 | 01-APR-2012 | REPORTING LOSS OF GOVERNMENT PROPERTY |
| AUTO | IA00324 | 252.245-7003 | 01-APR-2012 | CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION |
| AUTO | IA00326 | 252.245-7004 | 01-MAR-2015 | REPORTING, REUTILIZATION, AND DISPOSAL |
| ADDED/PUSH | IA00153 | 252.246-7001 | 01-MAR-2014 | WARRANTY OF DATA--BASIC |
| ADDED/PUSH | IA00273 | 252.246-7003 | 01-JUN-2013 | NOTIFICATION OF POTENTIAL SAFETY ISSUES |
| ADDED/PUSH | IA00307 | 252.246-7004 | 01-OCT-2010 | SAFETY OF FACILITIES, INFRASTRUCTURE, AND EQUIPMENT FOR MILITARY OPERATIONS |
| ADDED/PUSH | IA00157 | 252.247-7023 | 01-APR-2014 | TRANSPORTATION OF SUPPLIES BY SEA--BASIC |
| ADDED/PUSH | IA00164 | 252.251-7000 | 01-AUG-2012 | ORDERING FROM GOVERNMENT SUPPLY SOURCES |
| ADDED/PUSH | IA00165 | 252.251-7001 | 01-DEC-1991 | USE OF INTERAGENCY FLEET MANAGEMENT SYSTEM (IFMS) VEHICLES AND RELATED SERVICES |
| CHANGED | IF60111 | 52.215-21 | 01-OCT-2010 | REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010) -- ALTERNATE IV (OCT 2010) |

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

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

(End of Clause)

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AUTO/CHANGE IF60114 52.216-7 01-JUN-2013 ALLOWABLE COST AND PAYMENT

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term costs includes only --

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for --

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractors payment request to the Government;

(B) Materials issued from the Contractors inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check or other form of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless

(i) The Contractors practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractors indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractors expense or at no cost to the Government shall be disregarded for purposes of

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cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractors actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractors proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General Organizational information and limitation on allowability of compensation for certain contractor personnel. See

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31.205-6(p). Additional salary reference information is available at [://www.whitehouse.gov/omb/procurement_index_exec_comp/](http://www.whitehouse.gov/omb/procurement_index_exec_comp/).

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify

(i) the agreed-upon final annual indirect cost rates,

(ii) the bases to which the rates apply,

(iii) the periods for which the rates apply,

(iv) any specific indirect cost items treated as direct costs in the settlement, and

(v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates.

The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

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(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates --

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either partys request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractors invoices or vouchers and statements of cost audited. Any payment may be --

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractors compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver --

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except --

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractors indemnification of the Government against patent liability.

(End of Clause)

CHANGED IF60118 52.216-21 01-OCT-1995 REQUIREMENTS

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The

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quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after contract expiration.

(End of Clause)

AUTO/CHANGE IF60154 52.217-8 01-NOV-1999 OPTION TO EXTEND SERVICES

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

(End of Clause)

CHANGED IF60025 52.217-9 01-MAR-2000 OPTION TO EXTEND THE TERM OF THE CONTRACT

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 FIVE (5) YEARS.

(End of Clause)

CHANGED IF60126 52.222-2 01-JUL-1990 PAYMENT FOR OVERTIME PREMIUMS

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed ZERO or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

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(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall --

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

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

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

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

(End of Clause)

CHANGED IF60036 52.222-42 01-MAY-2014 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:
It is not a Wage Determination

Employee Class

Monetary Wage -- Fringe Benefits

Please see the website for rate equivalents:

<http://www.dol.gov/>

(End of Clause)

AUTO/CHANGE IF60148 52.244-2 01-OCT-2010 SUBCONTRACTS

(a) Definitions. As used in this clause

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) or this clause.

(c) If the contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the national Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For contracts awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

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(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: 20%

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting --

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) or this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination --

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.i

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: TBD

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(End of clause)

CHANGED IA60055 252.203-7004 01-OCT-2015 DISPLAY OF HOTLINE POSTER(S)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s).

(1) The Contractor shall display prominently the DoD fraud hotline poster, prepared by the DoD Office of the Inspector General, in common work areas within business segments performing work in the United States under Department of Defense (DoD) contracts.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds, the DHS fraud hotline poster shall be displayed in addition to the DoD fraud hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from:

N/A

(c) Display of combating trafficking in persons and whistleblower protection hotline posters. The Contractor shall display prominently the DoD Combating Trafficking in Persons and Whistleblower Protection hotline posters, prepared by the DoD Office of the Inspector General, in common work areas within business segments performing work under DoD contracts.

(d)(1) These DoD hotline posters may be obtained from: Defense Hotline, The Pentagon, Washington, DC 20301-1900, or are also available via the internet at: http://www.dodig.mil/hotline/hotline_posters.htm.

(2) If a significant portion of the employee workforce does not speak English, then the posters are to be displayed in the foreign languages that a significant portion of the employees speak. Contact the DoD Inspector General at the address provided in paragraph (d)(1) of this clause if there is a requirement for employees to be notified of this clause and assistance with translation is required.

(3) Additionally, if the Contractor maintains a company Web site as a method of providing information to employees, the Contractor shall display an electronic version of these required posters at the Web site.

(e) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts that exceed \$5.5 million except when the subcontract is for the acquisition of a commercial item.

(End of clause)

CHANGED IA60004 252.223-7007 01-SEP-1999 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES

(a) Definition. Arms, ammunition, and explosives (AA&E), as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

| NOMENCLATURE | NATIONAL STOCK NUMBER | SENSITIVITY/CATEGORY |
|--------------|-----------------------|----------------------|
| TBD | TBD | TBD |

(c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Security Service (DSS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DSS field office of any subcontract involving AA&E within 10 days after award of the subcontract.

(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier--

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(1) For the development, production, manufacture, or purchase of AA&E; or

(2) When AA&E will be provided to the subcontractor as Government-furnished property.

(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

(End of clause)

CHANGED IA60039 252.237-7023 01-OCT-2010 CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES

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

(1) Essential contractor service means a service provided by a firm or individual under contract to DoD to support mission-essential functions, such as support of vital systems, including ships owned, leased, or operated in support of military missions or roles at sea; associated support activities, including installation, garrison, and base support services; and similar services provided to foreign military sales customers under the Security Assistance Program. Services are essential if the effectiveness of defense systems or operations has the potential to be seriously impaired by the interruption of these services, as determined by the appropriate functional commander or civilian equivalent.

(2) Mission-essential functions means those organizational activities that must be performed under all circumstances to achieve DoD component missions or responsibilities, as determined by the appropriate functional commander or civilian equivalent. Failure to perform or sustain these functions would significantly affect DoD's ability to provide vital services or exercise authority, direction, and control.

(b) The Government has identified all or a portion of the contractor services performed under this contract as essential contractor services in support of mission-essential functions. These services are listed in attachment Attachment 0013, Mission-Essential Contractor Services.

(c)(1) The Mission-Essential Contractor Services Plan submitted by the Contractor, is incorporated in this contract.

(2) The Contractor shall maintain and update its plan as necessary. The Contractor shall provide all plan updates to the Contracting Officer for approval.

(3) As directed by the Contracting Officer, the Contractor shall participate in training events, exercises, and drills associated with Government efforts to test the effectiveness of continuity of operations procedures and practices.

(d)(1) Notwithstanding any other clause of this contract, the Contractor shall be responsible to perform those services identified as essential contractor services during crisis situations (as directed by the Contracting Officer), in accordance with its Mission-Essential Contractor Services Plan.

(2) In the event the Contractor anticipates not being able to perform any of the essential contractor services identified in accordance with paragraph (b) of this clause during a crisis situation, the Contractor shall notify the Contracting Officer or other designated representative as expeditiously as possible and use its best efforts to cooperate with the Government in the Government's efforts to maintain the continuity of operations.

(e) The Government reserves the right in such crisis situations to use Federal employees, military personnel, or contract support from other contractors, or to enter into new contracts for essential contractor services.

(f) Changes. The Contractor shall segregate and separately identify all costs incurred in continuing performance of essential services in a crisis situation. The Contractor shall notify the Contracting Officer of an increase or decrease in costs within ninety days after continued performance has been directed by the Contracting Officer, or within any additional period that the Contracting Officer approves in writing, but not later than the date of final payment under the contract. The Contractor's notice shall include the Contractor's proposal for an equitable adjustment and any data supporting the increase or decrease in the form prescribed by the Contracting Officer. The parties shall negotiate an equitable price adjustment to the contract price, delivery schedule, or both as soon as is practicable after receipt of the Contractor's proposal.

(g) The Contractor shall include the substance of this clause, including this paragraph (g), in subcontracts for the essential services.

(End of clause)

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CHANGED IS6020 52.228-4567 01-DEC-2010 REQUIRED INSURANCE
(ACC-RI)

Pursuant to paragraph (a) of FAR Clause 52.228-5, Insurance Work on a Government Installation, or FAR Clause 52.228-7, Insurance Liability to Third Persons, the Contractor shall procure and maintain the following insurance during the entire period of performance under this contract:

| <u>TYPE</u> | <u>AMOUNT</u> |
|---|--|
| Workers Compensation | As required by Law |
| Employers Liability | Minimum liability limit \$100,000 |
| General Liability | Minimum bodily injury limits, \$500,000 per occurrence |
| Automobile Liability | Minimum liability of \$200,000 per person, \$500,000 per occurrence for bodily injury, and \$20,000 per occurrence for property damage |
| Aircraft Public and Passenger Liability | DOES NOT APPLY |
| Vessel Collision Liability | DOES NOT APPLY |

(End of clause)

(IS6020)

| | | | | |
|------------|---------|--------------|-------------|--|
| ADDED/PUSH | IF70058 | 52.203-13 | 01-OCT-2015 | CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT |
| AUTO | IF70067 | 52.204-19 | 01-DEC-2014 | INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS |
| ADDED/PUSH | IF70003 | 52.215-19 | 01-OCT-1997 | NOTIFICATION OF OWNERSHIP CHANGES |
| ADDED/PUSH | IF70036 | 52.219-28 | 01-JUL-2013 | POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION |
| ADDED/PUSH | IF70064 | 52.222-35 | 01-OCT-2015 | EQUAL OPPORTUNITY FOR VETERANS |
| ADDED/PUSH | IF70065 | 52.222-36 | 01-JUL-2014 | EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES |
| ADDED/PUSH | IF70015 | 52.223-3 | 01-JAN-1997 | HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA |
| AUTO | IF70033 | 52.252-2 | 01-FEB-1998 | CLAUSES INCORPORATED BY REFERENCE |
| ADDED/PUSH | IF70034 | 52.252-6 | 01-APR-1984 | AUTHORIZED DEVIATIONS IN CLAUSES |
| ADDED/PUSH | IA70007 | 252.223-7001 | 01-DEC-1991 | HAZARD WARNING LABELS |

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

| | | | | |
|------------|---------|--------------|-------------|--|
| ADDED/PUSH | KF00004 | 52.222-38 | 01-FEB-2016 | COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS |
| ADDED/PUSH | KF00007 | 52.237-8 | 01-AUG-2003 | RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS |
| AUTO | KA00008 | 252.203-7005 | 01-NOV-2011 | REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS |
| AUTO | KA00017 | 252.204-7008 | 01-DEC-2015 | COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS |
| ADDED/PUSH | KA00005 | 252.227-7017 | 01-JAN-2011 | IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS |
| ADDED/PUSH | KA00006 | 252.227-7028 | 01-JUN-1995 | TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT |

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AUTO/CHANGE KF60009 52.204-8 01-APR-2016 ANNUAL REPRESENTATIONS AND CERTIFICATIONS

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561210.

(2) The small business size standard is \$35.5 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

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

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

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

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

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(viii) 52.214-14, Place of Performance Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(ix) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(x) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

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(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xi) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiv) 52.222-38, Compliance with Veterans Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xvi) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvii) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xviii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.

(xix) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xx) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan Certification. This provision applies to all solicitations.

(xxi) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxii) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

___ (i) 52.204-17, Ownership or Control of Offeror.

___ (ii) 52.204-20, Predecessor of Offeror.

___ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

___ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

___ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

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___ (vii) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through https://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| FAR Clause # | Title | Date | Change |
|--------------|-------|-------|--------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

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

(End of provision)

AUTO/CHANGE KA60005 252.204-7007 01-JAN-2015 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS
Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

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

(ii) 252.216-7008, Economic Price Adjustment-Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

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

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

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

(vi) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

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

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

(ix) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase

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of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer:

- (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.
- (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.
- (iii) 252.225-7020, Trade Agreements Certificate.
- Use with Alternate I.
- (iv) 252.225-7031, Secondary Arab Boycott of Israel.
- (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.
- Use with Alternate I.
- Use with Alternate II.
- Use with Alternate III.
- Use with Alternate IV.
- Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.acquisition.gov/>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| FAR/DFARS Provision # | Title | Date | Change |
|-----------------------|-------|-------|--------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

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

(End of provision)

| | | | | |
|------------|---------|----------------------------------|-------------|--|
| AUTO | KF70044 | 52.209-7 | 01-JUL-2013 | INFORMATION REGARDING RESPONSIBILITY MATTERS |
| AUTO | KA70045 | 252.203-7996 (DEV 2016-00003) | 01-OCT-2015 | PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS--REPRESENTATION (DEVIATION 2016-00003) |
| ADDED/PUSH | KA70036 | 252.209-7993 (DEV 2014-00009) | 01-FEB-2014 | REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW--FISCAL YEAR 2014 APPROPRIATIONS (DEVIATION 2014-00009) |
| ADDED/PUSH | KA70035 | 252.209-7994 (DEV 2014-00004) | 01-OCT-2013 | REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW--FISCAL YEAR 2014 APPROPRIATIONS (DEV 2014-00004) |
| ADDED/PUSH | KA70034 | 252.209-7995 | 01-APR-2013 | REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX |

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(DEV 2013-00010) LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW -- FISCALYEAR 2013 APPROPRIATIONS (DEV 2013-00010)

ADDED/PUSH KA70026 252.209-7999 01-JAN-2012 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-00004)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

AUTO LF00053 52.204-7 01-JUL-2013 SYSTEM FOR AWARD MANAGEMENT

AUTO LF00055 52.204-16 01-JUL-2016 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING

ADDED/PUSH LF00025 52.215-1 01-JAN-2004 INSTRUCTIONS TO OFFERORS--COMPETITIVE

ADDED/PUSH LF00028 52.215-16 01-JUN-2003 FACILITIES CAPITAL COST OF MONEY

ADDED/PUSH LF00049 52.215-22 01-OCT-2009 LIMITATIONS ON PASS-THROUGH CHARGES -- IDENTIFICATION OF SUBCONTRACT EFFORT

ADDED/PUSH LF00032 52.222-24 01-FEB-1999 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION

ADDED/PUSH LF00038 52.237-1 01-APR-1984 SITE VISIT

ADDED/PUSH LA00016 252.215-7008 01-OCT-2013 ONLY ONE OFFER

ADDED/PUSH LA00003 252.225-7003 01-OCT-2015 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-- SUBMISSION WITH OFFER

CHANGED LF60007 52.215-20 01-OCT-2010 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010) -- ALTERNATE IV (OCT 2010)

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

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

(End of clause)

CHANGED LF60009 52.216-1 01-APR-1984 TYPE OF CONTRACT

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

(End of Provision)

AUTO/CHANGE LF60010 52.233-2 01-SEP-2006 SERVICE OF PROTEST

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

Army Contracting Command - Rock Island
 ATTN: Mr. Nathan Bowers
 3055 Rodman Avenue
 Rock Island, IL 61299-8000

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

PIIN/SIIN W52P1J-16-R-0157

MOD/AMD

(End of Provision)

CHANGED LA60006 252.237-7024 01-OCT-2010 NOTICE OF CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES

(a) Definitions. Essential contractor service and mission-essential functions have the meanings given in the clause at 252.237-7023, Continuation of Essential Contractor Services, in this solicitation.

(b) The offeror shall provide with its offer a written plan describing how it will continue to perform the essential contractor services listed in Attachment 0013, Mission Essential Contractor Services, during periods of crisis. The offeror shall--

(1) Identify provisions made for the acquisition of essential personnel and resources, if necessary, for continuity of operations for up to 30 days or until normal operations can be resumed;

(2) Address in the plan, at a minimum --

(i) Challenges associated with maintaining essential contractor services during an extended event, such as a pandemic that occurs in repeated waves;

(ii) The time lapse associated with the initiation of the acquisition of essential personnel and resources and their actual availability on site;

(iii) The components, processes, and requirements for the identification, training, and preparedness of personnel who are capable of relocating to alternate facilities or performing work from home;

(iv) Any established alert and notification procedures for mobilizing identified ``essential contractor service'' personnel; and

(v) The approach for communicating expectations to contractor employees regarding their roles and responsibilities during a crisis.

(End of provision)

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|------------|---------|-------------------------|-------------|---|
| AUTO | LF70014 | 52.252-1 | 01-FEB-1998 | SOLICITATION PROVISIONS INCORPORATED BY REFERENCE |
| ADDED/PUSH | LF70015 | 52.252-5 | 01-APR-1984 | AUTHORIZED DEVIATIONS IN PROVISIONS |
| AUTO | LS7001 | 52.215-4583 (ACC-RI) | 01-FEB-2004 | DISCLOSURE OF UNIT PRICES |
| ADDED/PUSH | LS7000 | 52.233-4503 (ACC-RI) | 01-JAN-2016 | AMC-LEVEL PROTEST PROGRAM |

SECTION M - EVALUATION FACTORS FOR AWARD

| | | | | |
|------------|---------|----------|-------------|-----------------------|
| ADDED/PUSH | MF00005 | 52.217-5 | 01-JUL-1990 | EVALUATION OF OPTIONS |
|------------|---------|----------|-------------|-----------------------|