

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA6	Page 1	of 88	Pages
2. Contract Number		3. Solicitation Number W52P1J-12-R-0004		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		5. Date Issued	
7. Issued By ROCK ISLAND CONTRACTING CENTER CCRC-FA ROCK ISLAND, IL 61299-8000 BLDGS 60 & 390		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 BRITTANY CECIL	B. Telephone (No Collect Calls)			C. E-mail Address BRITTANY.R.CECIL@US.ARMY.MIL
		Area Code (309)	Number 782-3884	Ext.	

11. Table Of Contents

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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 <input type="checkbox"/> Different From Above - Enter such Address In Schedule	17. Signature		18. Offer Date
Area Code	Number				

AWARD (To be completed by Government)

19. Accepted As To Items Numbered	20. Amount	21. Accounting And Appropriation			
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)			Item 25
24. Administered By (If other than Item 7) Code		25. Payment Will Be Made By Code			
SCD PAS NONE ADP PT					
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

1. The following FAR Clause applies:

52.215-3 Request for Information or Solicitation for Planning Purposes (Oct 1997)

(a) The Government does not intend to award a contract on the basis of this solicitation or to otherwise pay for the information solicited except as an allowable cost under other contracts as provided in subsection 31.205-18, Bid and proposal costs, of the Federal Acquisition Regulation.

(b) Although proposal and offeror are used in this Request for Information, your response will be treated as information only. It shall not be used as a proposal.

(c) This DRAFT solicitation is issued for informational purposes only.

2. Solicitation, W52P1J-12-R-0004 for Integrated Logistics Support & Services 2 (ILSS-2) will be issued under full and open competition for three (3) regions (401st, 405th, 406th) with the 404th Region being set-aside for small business. The Government will concurrently award the base Indefinite Delivery, Indefinite Quantity (IDIQ) contracts and the Regional Task Order awards. The Government reserves the right to make up to four (4) awards based on the quality and quantity of proposals received. Offerors are not required to submit proposals for all four (4) regions; proposals are required only for the region(s) the Offeror wishes to be awarded. The Government will meet the mandatory minimums for the IDIQ task order awards by funding the Program Management Office for the base period (not to exceed 0.5 man year).

3. This contract will supply the functions required to perform property accountability and sustainment support to: Theater Provided Equipment (TPE), Left Behind Equipment (LBE), Pre-deployment Training Equipment (PDTE), Property Accountability Augmentation Teams (PAAT), and Supply Support Activity (SSA) Support. Property accountability and sustainment support is not exclusive to the aforementioned programs and maybe required to perform any aspect of required support within this scope. This work will be exclusively awarded by region under the AFSBs (i.e. PAS support will be awarded to the successful Offeror for each region), Army Sustainment Command (ASC) will establish, maintain, and control a contracted organization capable of meeting these needs with decentralized execution through its subordinate Commands Army Field Support Brigades (AFSB) and Battalions (AFSBn).

4. ILSS-2 supported regions:

- 401st AFSB located in Afghanistan
- 404th AFSB located in Pacific Region (Small Business Set-Aside)
- 405th AFSB located throughout the Europe Command and United States Army Europe/United States Africa Command (USAREUR/AFRICOM)*
- 406th AFSB located in Eastern Region

*The Government anticipates awarding only the minimum Program Management Office 0.5 man-year (or 0.5 FTE) located at a commercial office or facility. There is no Government facility contemplated with this minimum award.

5. The IDIQ Contracts will utilize Firm Fixed Price (FFP), Cost Plus Fixed Fee (CPFF), and Cost Reimbursable CLINS within each Task Order. Each basic contract will include one (1) 47-day transition-in period for new Offeror or 45-day transition-in period for incumbent, one (1) 12-month base period and two (2) 12-month evaluated option periods which will be awarded at the Government's sole discretion, based on need and performance of contractors. The Government reserves the right to award more than one task order per Offeror if that Offeror offers the best value to the Government.

6. The 404th region will be set aside for and awarded to small business. Only proposals submitted by small businesses will be taken into consideration for this region. In the event the small business proposal(s) receive(s) an Unacceptable rating in the Technical Factor and/or an adjectival rating of less than Satisfactory Confidence in the Past Performance Factor, the Government will request proposal(s) from the Offerors in the competitive range of the remaining full and open ILSS-2 regions.

7. The period of performance is based on if a new Offeror or incumbent wins a region. The breakout is as follows:

New Offeror (47-Day Transition):

Contract Award	06 August 2012
Transition Period	06 August 2012 - 22 September 2012
Base Period	23 September 2012 - 22 September 2013
Option Period 1	23 September 2013 - 22 September 2014
Option Period 2	23 September 2014 - 22 September 2015

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Name of Offeror or Contractor:

Incumbent (45-Day Transition):

Contract Award	06 August 2012
Transition Period	08 August 2012 - 22 September 2012
Base Period	23 September 2012 - 22 September 2013
Option Period 1	23 September 2013 - 22 September 2014
Option Period 2	23 September 2014 - 22 September 2015

8. In order to be considered for award, Offerors must complete the pricing matrices located in the Section J attachments of this solicitation. Offerors shall only complete the matrix for those regions which they wish to be considered for award.

9. Offerors should note the provisions at FAR 52.215-1, Alternate I (Oct 1997), Instructions to Offerors Competitive Acquisition. The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. 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. Therefore, the Offerors initial proposal should contain the Offerors best terms from a price and technical standpoint.

10. The over arching Performance Work Statement (PWS) is located in Attachment 0001 of the solicitation along with each regional PWS. The Performance Work Statement (PWS) for each region are located in Attachments: 0002 (401st PWS), 0004 (404th PWS), 0006 (405th PWS) and 0008 (406th PWS).

11. The Offeror must provide a formal request for Attachment 0018, titled 'Program Workload Data' which is For Official Use Only (FOUO) and labeled Confidential. This information is the property of the US Government and is provided FOUO. Workload data and density lists for DOL and PAAT missions are provided in Attachment 0018. Please note that the Government estimate is only put in place for Offerors to ascertain the approximate or estimated level of effort for this task.

Along with Attachment 0018, the Offeror must provide a formal request for Attachment 0016, titled LBE Pamphlet (PAM) (DRAFT), and Attachment 0017, titled PDTE Standard Operating Procedure (SOP) (DRAFT) which are also FOUO. Only the Offeror(s) who receive an award for Integrated Logistics Support & Services 2 may keep copies of the LBE PAM and the PDTE SOP, all other copies must be destroyed.

The information contained is provided solely for use in support of the ILSS-2 proposal. This information can be used only to prepare your proposal and may not be released to anyone other than those preparing the proposal. This information and any copies should be controlled and tracked with a log identifying the users. Hardcopy documents produced must be destroyed upon award and any other copies. This information must be protected. The Offeror shall request Attachment 0016, Attachment 0017 and Attachment 0018 at one time to email addresses brittany.r.cecil.civ@mail.mil, ann.m.bonis.civ@mail.mil and jason.l.burnsvold.civ@mail.mil. Please provide in the subject line of the email: ILSS-2: Request Program Workload Data, LBE PAM and PDTE SOP - [Company Name]. Please provide your company's information and POC within the email so the Government can track who is receiving this information.

NOTE: The Program Workload Data provided during the solicitation is notional, based on historical information and is provided for evaluation purposes only. Upon request for Final Proposal Revisions (FPR) the Government will provide updated workload data to Offerors. The updated workload information could vary significantly (increasing or decreasing) from the notional data provided. Offerors will submit updated staffing levels with the FPR to the Government to be evaluated. The Government only guarantees the minimum IDIQ award per region.

12. Award of this contract is subject to FAR 52.232-18, Availability of Funds, which states "Funds are not presently available for this contract. The Governments obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer."

13. Offerors are advised that when the Enhanced Army Global Logistics Enterprise (EAGLE) program task orders are awarded at ILSS-2 supported sites, the work being performed under this contract vehicle will be systematically transitioned to EAGLE by site. The Government does not intend to terminate any contracts or task orders, but may at its discretion choose to not exercise the next option year. The Government also reserves the right to use extension clauses as appropriate to accommodate transition to EAGLE.

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Name of Offeror or Contractor:

(End of narrative)

(AS7002)

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1000	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>401ST REGION</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Note: Refer to Attachment 0003 401ST SECTION B - PRICING MATRIX and Attachment 0002 401ST PWS</p> <p>(End of narrative A001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p>				\$ _____
4000	<p><u>404TH REGION</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Note: Refer to Attachment 0005 404TH SECTION B - PRICING MATRIX and Attachment 0004 404TH PWS</p> <p>(End of narrative A001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p>				\$ _____
5000	<p><u>405TH REGION</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Note: Refer to Attachment 0007 405TH SECTION B - PRICING MATRIX and Attachment 0006 405TH PWS</p> <p>(End of narrative A001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>				\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6000	<p><u>Deliveries or Performance</u></p> <p>406TH REGION</p> <p>SECURITY CLASS: Unclassified</p> <p>Note: Refer to Attachment 0009 406TH SECTION B - PRICING MATRIX and Attachment 0008 406TH PWS</p> <p>(End of narrative A001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p>				\$ _____

Name of Offeror or Contractor:1. Regional Task Orders:

- 401st AFSB located in Afghanistan
- 404th AFSB located in Pacific Region (Small Business Set Aside)
- 405th AFSB located throughout the Europe Command and United States Army Europe/United States Africa Command (USAREUR/AFRICOM)*
- 406th AFSB located in Eastern Region

*The Government anticipates awarding only the minimum Program Management Office 0.5 man-year (or 0.5 FTE) to be located at a commercial office or facility - there is no Government office or facility contemplated with this minimum award.

2. The Government will meet the mandatory minimums for the IDIQ task order awards by funding the Program Management Office for the base period (not to exceed 0.5 man year.)

3. CLINs 1000, 4000, 5000 and 6000 are roll-up CLINs and are NOT to be separately priced out in Offerors proposals. Offerors will write in the total evaluated price for each region on the corresponding roll-up CLIN in the Amount column of the section B schedule of this solicitation. For any region the Offeror is not submitting a proposal against, a value of \$0.00 must be written in.

4. The Offeror will submit IAW with Sections L and M of this solicitation, a Section B - Pricing Matrix for each region the Offeror is proposing against. The following is a list of the Section B - Pricing Matrices. Offerors are to retain the Microsoft Excel format for the electronic copies submitted for the pricing matrices. Do not use plug numbers for any occasion that does not require plug numbers. All formulas must be visible within the excel document.

- Attachment 0003 401st SECTION B - PRICING MATRIX
- Attachment 0005 404th SECTION B - PRICING MATRIX
- Attachment 0007 405th SECTION B - PRICING MATRIX
- Attachment 0009 406th SECTION B - PRICING MATRIX

5. Wage Determinations are online at <http://www.wdol.gov/sca.aspx> to find the most up to date information you have to search by entering in the Service Contract Act (SCA) Wage Determination (WD) number on the Wage Determinations Online.gov website. The layout below is the list of the current known sites for CONUS based task orders.

404th AFSB

Fort Irwin, CA	WD 05-2053
Fort Lewis, WA	WD 05-2567
Fort Richardson, AK	WD 05-2017
Schofield Barracks, HI	WD 05-2153
Fort Wainwright, AK	WD 05-2017

406th AFSB

Fort Benning, GA	WD 05-2137
Fort Bragg, NC	WD 05-2393
Camp Atterbury, IN	WD 05-2193
Camp Shelby, MS	WD 05-2299
Fort Dix, NJ	WD 05-2449
Fort Drum, NY	WD 05-2377
Fort Gordon, GA	WD 05-2135
Hunter Army Air Field, GA	WD 05-2141
Fort Polk, LA	WD 05-2229
Rock Island Arsenal, IL	WD 05-2175
Fort Stewart, GA	WD 05-2141

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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>
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C-1	952.222-0001 (C3)	PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS	AUG/2011
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(a) All contractors (contractors refers to both prime contractors and all subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the persons liberty to move or travel, in order to maintain the labor or services of that person.

(b) Contractors are also required to comply with the following provisions:

(1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.

(2) Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employees native language, that defines the terms of their employment/compensation.

(3) Contractors shall not utilize unlicensed recruiting firms or firms that charge illegal recruiting fees.

(4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet is the minimum acceptable square footage of personal living space per employee. Upon contractors written request, Contracting Officers may grant a waiver in writing in cases where the existing square footage is within 20% of the minimum, and the overall conditions are determined by the Contracting Officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area.

(5) Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Governments Quality Assurance process.

(6) Contractors shall comply with International and Host Nation laws regarding transit/exit/entry procedures and the requirements for visas and work permits.

(c) Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that Contracting Officers and/or their representatives will conduct random checks to ensure contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.

(d) The contractor agrees to incorporate the substance of this clause, including this paragraph, in all subcontracts under his contract.

(End of clause)

C-2	952.223-0001 (C3)	REPORTING KIDNAPPINGS, SERIOUS INJURIES, AND DEATHS	JUL/2010
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Contractors shall notify the Contracting Officer, as soon as practicable, whenever employee kidnappings, serious injuries or deaths occur.

Report the following information:

Contract Number
Contract Description & Location
Company Name

Reporting party:
Name
Phone number
e-mail address

Victim:
Name
Gender (Male/Female)

Name of Offeror or Contractor:

Age
Nationality
Country of permanent residence

Incident:

Description
Location
Date and time

Other Pertinent Information

(End of clause)

C-3 952.225-0001 ARMING REQUIREMENTS AND PROCEDURES FOR PERSONAL SECURITY SERVICES DEC/2011
(C3) CONTRACTORS AND FOR REQUESTS FOR PERSONAL PROTECTION

(a) General. Contractor and its subcontractors at all tiers that require arming under this contract agree to obey all laws, regulations, orders, and directives applicable to the use of private security personnel in Iraq and Afghanistan, including U.S. CENTCOM, Office of Security Cooperation-Iraq (OSC-I) and United States Forces - Afghanistan (USFOR-A) Commander orders, instructions, policies and directives. Contractors will ensure that all employees, including employees at any tier of subcontracting relationships armed under the provisions of this contract, comply with the contents of this clause and with the requirements set forth in the following:

- (1) DODI 3020.50, Private Security Contractors (PSC-) Operating in Contingency Operations;
- (2) DODI 3020.41, Operational Contract Support
- (3) DODI 5210.56, Carrying of Firearms and the Use of Force by DoD Personnel Engaged in Security, Law and Order, or Counterintelligence Activities;
- (4) DFARS 252.225-7039, Contractors Performing Private Security Functions;
- (5) DFARS 252.225-7040, Contractor Personnel Authorized to Accompany U.S Armed Forces Deployed Outside the United States;
- (6) Class Deviation 2011 -00004, Contractor Personnel in the United States Central Command Area of Responsibility (DFARS 252.225-7995);
- (7) USFOR-A, FRAGO 11-128, Outlines Management of Armed Contractors and Private Security Companies Operating in the Combined Joint Operations Area - Afghanistan (CJOA-A);
- (8) OSC-I OPORD 11-01 , Annex C, Appendix 20;
- (9) U.S. CENTCOM Policy and Delegation of Authority for Personal Protection and Contract Security Service Arming of DoD Civilian Personnel, dated 18 Jan 2011;
- (10) Office of Security Cooperation-Iraq (OSC-I) Policy Memorandum #14 - Civilian Arming Program (CAP), dated 23 November 2011;

(b) Required Contractor Documentation. Contractors and their subcontractors at all tiers that require arming approval shall provide to the arming approval authority via the COR consistent documentation (signed and dated by the employee and employer as applicable) for each of their employees who will seek authorization to be armed under the contract as follows:

- (1) Weapons Qualification/Familiarization. All employees must meet the weapons qualification requirements on the requested weapon(s) established by any DoD or other U.S. government agency. Law of Armed Conflict (LOAC); Rules for the Use of Force (RUF), as defined in the U.S. CENTCOM Policy, dated 23 December 2005; and distinction between the above-prescribed RUF and the Rules of Engagement (ROE), which are applicable only to military forces.
- (2) Completed DD Form 2760 (or equivalent documentation) for each armed employee, indicating that the employee is not otherwise prohibited under U.S. law from possessing the required weapon or ammunition.
- (3) Written acknowledgement by the individual of the fulfillment of training responsibilities and the conditions for the authorization to carry firearms. This document includes the acknowledgement of the distinctions between the ROE applicable to military forces and RUF that control the use of weapons by DoD civilians, DoD contractors and PSCs.
- (4) Written acknowledgement signed by both the armed employee and by a representative of the employing company that use of weapons could subject both the individual and company to U.S. and host nation prosecution and civil liability.
- (5) A copy of the contract between the contractor's company and the U.S. Government that verifies the individual's employment and addresses the need to be armed.
- (6) One (1) copy of a business license from the Iraqi or Afghani Ministry of Trade or Interior.
- (7) One (1) copy of a license to operate as a PSC (or a temporary operating license) from the Ministry of Interior.

(c) Communication Plan. The contractor will submit to the COR a communications plan that, at a minimum, sets forth the following:

- (1) The contractor's method of notifying the OSC-I Base Defense Operations Center (BDOC) (Iraq) and military forces (Afghanistan) requesting assistance where hostilities arise, combat action is needed, or serious incidents have been observed.
- (2) How relevant threat information will be shared between contractor security personnel and U.S. military forces .
- (3) How the contractor will coordinate transportation with appropriate OSC-I or USFOR-A authorities.

Name of Offeror or Contractor:

(d) Plan for Accomplishing Employee Vetting. The contractor will submit to the COR an acceptable plan for vetting all contractor and subcontractor local national and third country national employees. The contractor shall, at a minimum, perform the following (which will be specifically addressed in its plan):

(1) Local Nationals: Perform Local and National Agency background checks in accordance with Host Nation Government policies and protocols.

(2) Use one or more of the following sources when conducting the background checks on Third Country Nationals: Interpol, FBI, Country of Origin Criminal Records, Country of Origin U.S. Embassy Information Request, or CIA records.

(3) All local nationals and third country nationals will voluntarily submit to full biometric enrollment in accordance with theater biometric policies prior to submitting arming requests. All local nationals and third country nationals will voluntarily submit to routine biometric screening in accordance with local installation policies and procedures. The contractor will immediately notify the COR, local installation Force Protection agency, and the theater arming approval authority of any individuals who are revealed as potential security risks during biometric processing.

(4) The Contractor shall provide to the COR official written certification of candidate(s) suitability for employment. This certification may address multiple employees on a single certification but must clearly state each employee was vetted in accordance with the Contractor's plan for accomplishing employee vetting.

(e) Penalties for Non-Compliance. Failure of contractor or subcontractor employee(s) to comply with the laws, regulations, orders, and rules (including those specified herein) governing the use of force, training, arming authorization, and incident reporting requirements may result in the revocation of weapons authorization for such employee(s). Where appropriate, such failure may also result in the total revocation of weapons authorization for the contractor (or subcontractor) and sanctions under the contract, including termination.

(f) Criminal and Civil Liability. Arming of contractor or subcontractor employees under this contract may subject the contractor, its subcontractors, and persons employed by the same to the civil and criminal jurisdiction of the U.S. and Host Nation. "Host Nation" refers to the nation or nations where services under this contract are performed. Additionally, the arming authority's authorization letter is valid for a maximum of twelve (12) months from the date of the prior letter (unless authorization is earlier invalidated by a lapse in training). (Afghanistan only)

(g) Lapses in Training or Authorization. Failure to successfully retrain an employee who has been properly authorized to be armed under this contract within twelve (12) months of the last training date will constitute a lapse in the employee's authorization to possess and carry the weapon. All unauthorized employees will immediately surrender their weapon and authorization letter to the contractor and will remain unarmed until such time as they are retrained and newly approved by the arming authority.

(h) Authorized Weapon & Ammunition Types. Unless the BDOC for Iraq or the Deputy Commander of USCENTCOM (DCDRUSCENTCOM) (or a designee) for Afghanistan expressly provides otherwise, all arming requests and authorizations for contractor or subcontractor employees under this contract shall be limited to U.S. Government-approved weapons and ammunition. Notwithstanding Host Nation laws or regulations that would allow use of heavier weapons by contract security/PSC, all DoD security service / PSC contractors must have weapons approved by the RSO or DCDRUSCENTCOM (or a designee) before use. This restriction applies to all weapons in the possession of contractor employees, even if such weapons are required for personal protection. The following weapons and ammunition are currently authorized by the arming authority for use in Iraq and Afghanistan:

(1) The M9, M4, M16, or equivalent (equivalency determination by the appropriate arming authority).

(2) The M9 or equivalent sidearm will be the standard personal protection weapon unless other weapons are specifically requested and approved.

(3) Standard authorized weapons are selectable fire semi-automatic weapons only. All Non-U.S. and Non-standard weapons must be submitted to the theater arming authority for review and approval. Non-standard weapons are classified as any machine gun, belt-fed or crew served weapon or any weapon utilizing ammunition greater than 7.62mm X 51mm NATO. Contractors must also provide scorecards and criteria for qualification appropriate to the Non-standard weapon's caliber.

(4) U.S. government Ball ammunition is the standard approved ammunition.

(i) Requirements for Individual Weapons Possession. All employees of the contractor and its subcontractors at all tiers who are authorized to be armed under this contract must:

(1) Possess only those U.S. Government-approved weapons and ammunition for which they are qualified under the training requirements of section (b) and subsequently authorized to carry.

(2) Carry weapons only when on duty or at a specific post (according to their authorization).

(3) Not conceal any weapons, unless specifically authorized.

(4) Carry proof of authorization to be armed. Employees not possessing such proof will be deemed unauthorized and must surrender their weapon to their employer.

(5) IAW USCENTCOM G.O. #1, consumption of alcohol or use of any intoxicating substances which may impair judgment, medication or otherwise in Afghanistan is prohibited.

(6) Employees shall not consume any alcoholic beverage while armed or within eight (8) hours of the next work period when they will be armed. There are no circumstances under which a person will be authorized to consume any alcoholic beverage or use any judgment impairing substance when armed for personal protection.

Name of Offeror or Contractor:

(j) Weapons/Equipment Restrictions and Responsibilities. Unless otherwise provided, the U.S. Government will not provide any weapons or ammunition to contractors, their subcontractors, or any employees of the same. The Contractor will provide all weapons and ammunition to those employees that will be armed under the contract. The contractor and its subcontractors at all tiers will also provide interceptor body armor, ballistic helmets, and the Nuclear, Biological, and Chemical (NBC) protective masks to those employees that require such equipment in the performance of their duties.

(k) Rules for the Use of Force (RUF). In addition to the RUF and ROE training referenced in paragraph (b), the contractor and its subcontractors at all tiers will monitor and report all activities of its armed employees that may violate the RUF and/or otherwise trigger reporting requirements as serious incidents. Prompt reporting demonstrates a desire by the contractor and its subcontractors to minimize the impact of any violations and, therefore, will be given favorable consideration. Violations of the RUF include, though are not limited to:

- (1) Failing to cooperate with Coalition and Host Nation forces.
- (2) Using deadly force, other than in self-defense where there is a reasonable belief of imminent risk of death or serious bodily harm.
- (3) Failing to use a graduated force approach.
- (4) Failing to treat the local civilians with humanity or respect.
- (5) Detaining local civilians, other than in self-defense or as reflected in the contract terms.

(l) Retention and Review of Records. The Contractor and all subcontractors at all tiers shall maintain records on weapons training, LOAC, RUF and the screening of employees for at least six (6) months following the expiration (or termination) of the contract. The Contractor and its subcontractors at all tiers shall make these records available to the Contracting Officer or designated representative, at no additional cost to the government, within 72 hours of a request.

(m) Contractor Vehicles. Vehicles used by contractor and subcontractor personnel in the course of their security duties shall not be painted or marked to resemble U.S./Coalition or host nation military and police force vehicles.

(n) Monthly Reporting. The prime contractor will report monthly arming status to the Contracting Officer responsible for this contract, and any other organization designated by the Contracting Officer in accordance with theater policy and the time lines defined in the Performance Work Statement.

(End of clause)

C-4	952.225-0002	ARMED PERSONNEL INCIDENT REPORTS	DEC/2011
	(C3)		

(a) All contractors and subcontractors in the Iraq or United States Forces-Afghanistan (USFOR-A) theater of operations shall comply with and shall ensure that their personnel supporting the Office of Security Cooperation-Iraq (OSC-I) or USFOR-A personnel or forces are familiar with and comply with all applicable orders, directives, and instructions issued by the respective OSC-I or USFOR-A Commanders relating to force protection and safety.

(b) IRAQ: Contractors shall provide an initial report of all weapons firing incidents or any other serious incidents they or their contractors are involved in to nearest OSC-I Base Defense Operations Center (BDOC) (listed below) as soon as practical, but not later than 4 hours after the incident. The contractor and its subcontractors at all tiers shall submit a written report to the BDOC, the Contracting Officer (KO) within 96 hours of the incident. Interim reports shall be submitted between the initial and final report should also be sent to the OSC-I JOC: DLOSC-ICHOPS@iraq.centcom.mil or SVOIP 708-243-2483.

Umm Qasr	708-241 -5490
Besmaya	708-242-0012/0014
Taji	708-242-6775/6205
Union III	708-243-2377
Tikrit	709-242-1002
Kirkuk	708-242-2203

(c) AFGHANISTAN: In the event a weapon firing incident or any other serious incident, contractors shall prepare and submit an initial incident report as soon as feasible, but not later than 4 hours from the beginning of the incident, to the Contracting Officer (KO), Contracting Officer's Representative (COR), USFOR-A ACOD, and USFOR-A J3 Situational Awareness Room (SAR). Additionally, the contractor and its subcontractors at all tiers shall submit a written report to the above personnel within 96 hours of the incident. Information shall include: the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the incident, and a point of contact for the company. Contractors and anyone retransmitting the report shall make reasonable efforts to transmit incident reports via secured means (SIPRnet or CENTRIX) when the incident report includes operationally sensitive information.

(d) Contractors shall provide first aid and request MEDEVAC of injured persons, and remain available for U.S. or Coalition response

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forces, based upon the situation. In the event contractor personnel are detained by U.S. or Coalition Forces, prolonged detention due to lack of proper identification can be alleviated by contractor personnel possessing on their person information that includes the contractor's name, the contract number, a contractor management POC, and the phone number of the CONOC/SAR Watch. Contractor and subcontractor personnel shall carry their Letter of Authorization (LOA) on their person at all times.

(End of clause)

C-5 952.225-0003 FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (AFGHANISTAN) DEC/2011
(C3)

(a) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. Contractor personnel who deploy for multiple tours, for more than 12 months total must be re-evaluated for fitness to deploy. An examination will remain valid for 15 months from the date of the physical. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance location. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

(b) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (i.e. ARCENT, AFCENT, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protective's and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI \geq 40%); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiological control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1 year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixeter placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 10 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

(c) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD Federal Acquisition Regulation Supplement (DFARS) PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.

(d) Routine and primary medical care is not authorized. Pharmaceutical services are not authorized for routine or known, routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.

(e) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities please got to the following website: <http://comptroller.defense.gov/rateslfy2011.html> (change fiscal year as applicable).

(End of clause)

C-6 952.225-0005 MONTHLY CONTRACTOR CENSUS REPORTING AUG/2011
(C3)

Contractor shall provide monthly employee census information to the Contracting Officer, by province, for this contract. Information shall be submitted either electronically or by hard-copy. Information shall be current as of the 25th day of each month and received by the Contracting Officer no later than the first day of the following month. The following information shall be provided for each province in which work was performed:

- (1) The total number (prime and subcontractors at all tiers) employees.
- (2) The total number (prime and subcontractors at all tiers) of U.S. citizens.

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Instructions/Regulations, Federal Acquisition Regulation as Supplemented, and FRAGOs) as applicable regarding Medical Screening and Vaccination Requirements.

(End of Clause)

C-8 952.236-0001 ELECTRICAL AND STRUCTURAL BUILDING STANDARDS FOR CONSTRUCTION DEC/2011
(C3) PROJECTS

(a) The standards set forth herein are the minimum requirements for the contract. These standards must be followed unless a more stringent standard is specifically included. In such case the most stringent standard shall be required for contract acceptance.

(b) The contractor, in coordination with the Contracting Officer, Base Camp Mayor, Base/Unit Engineers, and requiring activity shall evaluate, upgrade, build, and/or refurbish buildings to a safe and livable condition. This work may include refurbishment, construction, alterations, and upgrades. All work shall be in accordance with accepted standards of quality.

(c) As dictated by the Unified Facilities Criteria (UFC) the contract shall meet:

- (1) the minimum requirements of United States National Fire Protection Association (NFPA) 70,
- (2) 2011 National Electrical Code (NEC) for new construction
- (3) 2008 National Electrical Code (NEC) for repairs and upgrades to existing construction
- (4) American National Standards Institute (ANSI) C2, and
- (5) United States National Electrical Safety Code (NESC).

(d) These standards must be met when it is reasonable to do so with available materials. When conditions dictate deviation apply British Standard (BS 7671, Edition 17 defacto standard for 50 HZ installations). Any deviations from the above necessary to reflect market conditions, shall receive prior written approval from a qualified engineer and the Contracting Officer.

(e) The following internet links provide access to some of these standards:

UFC: http://www.wbdg.org/ccb/browse_cat.php?o=29&c=4
NFPA 70: <http://www.nfpa.org>
NESC: <http://www.standards.ieee.org/nesc>

(End of Clause)

C-9 52.237-4511 CONTRACTOR MANPOWER REPORTING MAR/2005
(ACC-RI)

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address:

<https://contractormanpower.army.pentagon.mil>.

The required information includes:

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Estimated direct labor hours (including sub-contractors);
- (6) Estimated direct labor dollars paid this reporting period (including sub- contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-

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contractor if different);

(9) Estimated data collection cost;

(10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);

(11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);

(12) Presence of deployment or contingency contract language; and

(13) Number of contractor, and sub-contractor employees deployed in theater this reporting period (by country).

As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.

(End of statement of work)

(CS7111)

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/VDFDARA.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	52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG/1996
E-2	52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR/1984
E-3	52.246-4528 (ACC-RI)	REWORK AND REPAIR OF NONCONFORMING MATERIAL	FEB/2010

(a) Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

(b) Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

(c) Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, DD Form 1694, to the Contracting Officer for review and written approval prior to implementation.

(d) Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

(e) The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(f) Rework and repair is a supply chain flow-down requirement that applies to contractors and their suppliers, vendors or subcontractors.

(End of clause)

(ES7012)

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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	52.247-52	CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS	FEB/2006
F-3	252.211-7007	REPORTING OF GOVERNMENT-FURNISHED EQUIPMENT IN THE DOD ITEM UNIQUE IDENTIFICATION (IUID) REGISTRY	NOV/2008
F-4	52.211-11	LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT	SEP/2000

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages as determined by the Contracting Officer.

(b) If the Government terminates this contract in whole or in part under the Default -- Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default -- Fixed-Price Supply and Service clause in this contract.

(End of Clause)

F-5	952.225-0008 (C3)	SHIPPING INSTRUCTIONS FOR WEAPONS	JUL/2010
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(a) All weapons shall be shipped with a complete serial number manifest that is included with the shipping documents (inventory, bill of lading, etc.).

(b) All individual boxes or crates shall be numbered and correspond to a list annotated on the serial number manifest.

(c) Each individual box or crate shall have a packing list both inside and outside the box. That packing list shall contain a list of the contents and the serial numbers for the weapons in that box or crate.

(d) The contract number shall be listed on all serial number manifests and packing lists. All serial numbers shall be unique and non-recurring in any previous or future shipments. Shipments received with recurring serial numbers will not be accepted by the U.S. Government, and the contractor will be required to return the shipment at his own expense and replace with new weapons having non-recurring serial numbers.

(End of clause)

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USE OF 2-in-1 DUAL INVOICE/RECEIVING REPORT

The 2-in-1 Invoice is to be used for invoicing all Firm Fixed Price CLINs. The Cost CLINs should be a Cost Type Voucher.

*** END OF NARRATIVE G0001 ***

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1 52.232-4501 (ACC-RI)	US ARMY CONTRACTING COMMAND, ROCK ISLAND CONTRACTING CENTER, IMPLEMENTATION OF WIDE AREA WORKFLOW RECEIPT AND ACCEPTANCE (WAWF-RA) FOR ELECTRONIC PROCESSING OF RECEIPT/ACCEPTANCE DOCUMENTS AND PAYMENT	AUG/2008

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1. To implement DFARS Clause 252.232-7003, "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS", the U.S. Army Contracting Command, Rock Island Contracting Center, uses Wide Area Workflow Receipt and acceptance (WAWF-RA) to electronically process contractor requests for payment. This application allows DOD contractors to submit and track invoices and receipt/acceptance documents electronically.

2. The contractor is required to use WAWF-RA when processing invoices and receiving reports under this procurement action. Submission of hard copy DD250/invoices will no longer be accepted for payment except as provided in paragraph 3. of this clause.

3. The Contractor may submit a payment request using other than WAWF-RA only when:

(a) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to Wide Area Workflow-Receipt and Acceptance;

(b) DoD is unable to receive a payment request in electronic form; or

(c) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment.

4. INSTRUCTIONS:

(a) INITIAL: The contractor shall register to use WAWF at <http://wawf.eb.mil> . There is no charge to use WAWF. All questions relating to system setup and vendor training can be directed to the help desk at Ogden, UT. Their number is 1-866-618-5988. Web-based training for WAWF is also available at <http://www.wawftraining.com/> .

(b) DESCRIPTION OF WAWF-RA TYPES OF INVOICE/RECEIVING REPORTS:

1) Progress Payment (For use under contractually authorized Progress Payments)

2) Performance Based Payment (For use under contractually authorized Performance Based Payments)

3) "COMBO" Invoice/Receiving Report (For Supply CLINS including ammunition items and ammunition related items)

4) "2-in-1" (For Service CLINS only)

5) Cost Voucher (For use with Cost Reimbursement contracts, Time and Material or Labor Hour contracts containing FAR Clauses 52.216-7, "Allowable Cost and Payment" or 52.232-7, "Payments under Time-and-Materials and Labor-Hour Contracts")

(c) CODES: THE FOLLOWING CODES ARE REQUIRED TO ROUTE CONTRACTOR INVOICES THROUGH WAWF:

Contractor Cage Code* _____

Pay DoDAAC (Department of Defense Activity Address Code)*:

Issue DoDAAC: W52P1J

Admin DoDAAC*:

Inspect by DoDAAC*:

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Ship to Code*: (Not Required for Services)

*Required fields in WAWF. Cage Code, Paying, Issuing, and Administering DoDAACS and the assigned Contracting Officer may be found on the face of the award document. When the contract administration is assigned to DCMA; the contractor should contact the assigned Administrative Contracting Officer to obtain the applicable "inspect by" DoDAAC. If contract administration is retained by the Issuing/Procuring Activity; the contractor should contact the assigned Procuring Contracting Officer to obtain the applicable "inspect by" DoDAAC.

(d) SPECIAL ACCOUNTABILITY REQUIREMENTS FOR AMMUNITION AND AMMUNITION RELATED ITEMS (Energetic and Inert)

When items are ready for shipment, the contractor shall prepare and include with each shipment, a receipt and accountability document describing the contents of the shipment. Its purpose is to ensure proper receipt and accountability is maintained for ammunition and ammunition related items. In accordance with DFARS 252.246-7000, contractor submission of the material inspection and receiving information required by Appendix F of the DFARS by using the Wide Area Work Flow (WAWF) electronic form fulfills the requirement for a material inspection and receiving report (DD Form 250). Two copies of the receiving report (paper copies of either the DD Form 250 or the WAWF report that reflect the exact contents of each conveyance) shall be distributed with each shipment, in accordance with Appendix F, Part 4, F-401, and Table 1 of the DFARS. In addition to including a copy of the receipt and accountability document with each shipment, the contractor shall send an electronic copy to the Contracting Officer within one day of shipment.

If the volume of the shipment precludes the use of a single car, truck, or other vehicle, a separate receipt and accountability document shall be prepared and included in the shipment. If the shipped to, marked for, shipped from, mode of shipment, contract quality assurance and acceptance data are the same for more than one shipment made on the same day under the contract, the contractor may prepare one document to cover all shipments; however, each document shall be annotated to reflect the partial of any item on a single vehicle, such as partial 1 of 3, 2 of 3, and 3 of 3 and the document accompanying each shipment shall identify the unique contents of each vehicle, i.e., lot, quantity per lot, etc. For proper receipt and accountability, the WAWF electronic document shall contain, at a minimum, the following information for each shipment:

The "Header Tab" of WAWF must identify the Prime contractor's name and CAGE Code.

Besides the financial requirements of "Unit Price", "Unit of Measure", "Qty. Shipped", the extended dollar "Amount", and the ACRN, the "Line Item" tab of WAWF must identify:

Contract Number
Delivery Order number (if applicable)
Shipment Number
Invoice Number
Item Number (CLIN Number from contract)
Stock Number (NSN)

In the "Description" field of the WAWF document, the MILSTRIP requisition document number and the ammunition Lot and serial number (if applicable) must be annotated for the quantities shipped related to this particular invoice.

NOTE: If there are multiple Lot numbers or multiple MILSTRIP requisition document numbers, each Lot number and MILSTRIP requisition number must be identified separately.

(End of clause)

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

1-H, Business Integrity and Organizational Conflict of Interest.

A. All Offerors are required to submit an OCI Mitigation Plan with proposal submission for the ASC ILSS-2 effort. The OCI Mitigation Plan must explain how the Offeror will protect non-public information from unauthorized disclosure. Each Offeror must identify any current or potential OCIs for itself as well as any subcontractors, team members, subsidiaries or affiliates, and provide the Offerors plan to avoid or mitigate any potential or current OCI issues that may arise as a result of serving as an ASC ILSS-2 Contractor. The Offeror shall also submit, with its proposal, a blank copy of its proposed Non-Disclosure Agreement IAW Subparagraph F of this solicitation.

B. The Contracting Officer will review the OCI Mitigation Plans as part of the responsibility determination and make a determination as to whether or not the OCI Mitigation Plans are sufficient to avoid or mitigate the OCI prior to any apparent awardee receiving an award. Any Offeror whose OCI Mitigation Plan is determined to be unacceptable will be contacted and informed of the shortcomings of the plan and will be given an opportunity to respond back to the Government no later than five working days after receipt of the notice with a corrected plan. Offerors whose OCI Mitigation Plans are determined to be unacceptable after re-submission will be considered not responsible and will not receive an award. Once an award is made, the Offerors OCI Mitigation Plan will be incorporated by reference into the contract and will apply for the life of the contract.

C. The Offeror shall ensure that the mitigation plan flows-down to all levels for the OCI mitigation issues and addresses those issues to all of their sub-contractors at all levels.

D. The Government will ensure proper mitigation techniques are implemented to avoid any appearance of an improper relationship and eliminate all OCI issues.

E. While the ILSS-2 Contractors will not engage in any activity that is deemed inherently governmental, it is expected by the parties that the Contractors will be acting in support of, and in a fiduciary relationship with, the Army. Therefore, each of the Contractors that are given a contract(s) will be required to maintain the integrity of the expenditure of public funds. It is imperative that the Contractor maintain the highest degree of integrity and honesty, and have standards of conduct and internal control systems that provide for:

(1) A written code of business ethics and conduct and an ethics training program for all employees;

(2) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with standards of conduct and the special requirements of Government contracting;

(3) A mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports;

(4) Internal and/or external audits, as appropriate;

(5) Disciplinary action for improper conduct;

(6) Timely reporting to appropriate Government officials of any suspected or possible violation of law in connection with Government contracts or any other irregularities in connection with such contracts; and

(7) Full cooperation with any Government agencies responsible for either investigation or corrective actions.

F. The Offeror shall enter into an agreement with any Contractors performing contracts under the purview of the ILSS-2 effort to ensure proper access to, and protection of, those Contractors' proprietary data (see FAR 9.505-4(b)) and to establish working relationships, cooperation, and joint participation in meeting ILSS-2 support needs. The agreements shall address, at a minimum, the following:

(1) Provide an organizational chart which shows the Offeror's corporate structure and highlights the elements of the company which will be performing the contract.

(2) Demonstrate on the organizational chart whether the elements of the company performing the contract will be isolated from the remainder of the company.

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(3) Describe how non-public information, whether in hard copy or electronic format, will be stored and destroyed in order to preclude unauthorized transfer of information.

(4) Describe how computer networks and servers will be protected to prevent unauthorized transfer of protected information.

(5) Explain the Offeror's management reporting chains and address whether the contract effort and decisions related to that effort will be isolated from the remainder of the company.

(6) Address whether the organizational element performing the contract will be geographically or physically separated from the remainder of the company.

(7) Address what techniques the Offeror will use to avoid or mitigate any perception that it might favor its own products or services in performance of the contract.

(8) Address whether management outside the Offeror's organizational element performing the contract will have access to key decisions for which the performing element is responsible.

(9) Address the use of Non-disclosure Agreements for Offeror personnel, including subcontractors and team members.

(10) Address any personnel reassignment restrictions for any personnel who retire or leave the contract for any reason.

(11) Describe subcontractor OCI mitigation plans and procedures for the contract.

(12) Describe how the Offeror will conduct periodic self-audits of its OCI Mitigation Plan and provide results to the Government.

(13) Describe how the Offeror will provide initial and refresher OCI training for all personnel working on the contract. Ensure that the initial OCI training is provided prior to Contractor personnel access to protected information.

G. Release of non-public information obtained under this solicitation, or use of such non-public information for purposes unrelated to the performance of this solicitation, is prohibited. Contractors shall ensure the return of all non-public information obtained under this solicitation prior to contract closeout.

H. The Contractor shall maintain adequate and reasonable ethics policies and training procedures consistent with DFARS Part 203.70 to prevent its employees from releasing nonpublic information or gaining any financial or employment interest that may create a conflict with their duties under this solicitation.

I. All contract personnel attending meetings, answering Government telephones, and working in other situations where their Contractor status is not obvious to third parties are required to identify themselves as such to avoid creating the potential for confusion. In addition, all contract personnel must identify the company they work for in their email signature block. The Contractor shall ensure that all employees wear badges (whether issued by the Government or a separate badge provided by the company) that clearly put others on notice that they are Contractor employees. This shall be evident from a minimum distance of 10 feet (whether by color, large letters or other means). The Contractor must also ensure that all documents or reports produced by Contractors are suitably marked as Contractor products and are not produced on Government letterhead, templates and or forms; or that Contractor participation is appropriately disclosed.

J. The intent of this provision is to prevent the improper release or disclosure of information, or any actual or perceived personal or organizational conflict of interest that might arise in the performance of this solicitation. In addition to other requirements, the Contractor shall bring any potential conflicting relationships or financial interests, held by the support Contractor, its key employees, or subcontractors to the attention of the Contracting Officer throughout the life of this contract. If the Contracting Officer determines that an unacceptable conflict exists, the Contractor will take the actions necessary to mitigate or eliminate the conflict.

K. This prohibition will remain in effect throughout the life of the planning/support contract through final payment. Further, the Contractor shall include this prohibition in all negotiated subcontracts (to exclude routine supply and service subcontracts) that it enters into.

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2-H, Government Property Clause -

In the event that Government property furnished, acquired or turned over to the Contractor to safeguard under 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)(vi). In addition to the requirements contained in FAR 52.245-1(f)(vi)(B), the contracting officer may direct the report to contain a description of the Contractors property management practices and a discussion of whether the loss, damage, destruction, or theft resulted from a failure by the Contractor to maintain adequate property management practices.

The Contracting Officer shall review the Contractors report and, if the Contracting Officer deems necessary, may perform an additional independent investigation. If, in accordance with FAR 52.245-1(h)(iii) and after reviewing the Contractors report and/or performing an additional investigation, the Contracting Officer determines that the Contractor did not have adequate property management practices in place at the time of the loss, damage, destruction, or theft and that the loss, damage, destruction, or theft resulted from the Contractors failure to maintain adequate property management practices, the Governments assumption of risk shall not apply and the Contractor may be held liable for the loss, damage, destruction, or theft of Government property. If the contracting officer revokes the Governments assumption of liability and holds the Contractor liable, the Contractor may not charge the Government for the loss or any costs associated with it. The Contracting Officer may delegate the investigation to an appropriate Government representative of the Contracting Officers choosing. Excessive rates of loss (including damage, destruction or theft) of property or the loss of a sensitive item is strong evidence that the Contractors property management practices are inadequate and may be determined to be a breach of a material term of the contract.

*** END OF NARRATIVE H0002 ***

3-H, STANDARDIZED LABOR CATEGORIES FOR FIRM FIXED PRICE CLINS:

The Offeror(s) will propose the task order efforts for the 401st, 404th, 405th (notional), 406th Brigades to include a firm fixed price effort of core staff for each installation. Offerors are encouraged to only include positions that would benefit the Government as FFP. Positions expected to charge for or otherwise be eligible for overtime are not to be considered for inclusion as FFP. Some of the positions that may be considered for FFP include:

- Program Manager
- Logistics Analyst
- Master Supply Technician
- Readiness / Fleet Manager
- Operations Manager
- Senior Logistics Planner
- Safety and Occupational Health Compliance Specialist

All required materials and equipment to support the FFP structure will be included in the proposal.

Each Offeror should carefully consider the location, workload and any other factor(s) relevant to allow the Contractor to formulate the FFP structure in the most cost effective, efficient manner.

There is no minimum or maximum number of employees or materials required and the Offeror may propose additional personnel of the same labor category in the non-FFP section of the proposal.

In addition, each Offeror should formulate a surge capability that will be flexible and responsive to the changes in density or workload.

*** END OF NARRATIVE H0003 ***

4-H, De-Incentivization

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Name of Offeror or Contractor:

All task orders under this Multiple Award Indefinite Delivery / Indefinite Quantity Contract will subject to periodic and on-the-spot performance assessments. The performance assessments will be written in the form of a corrective action request (CAR) the CAR is used to identify performance / quality concerns to the contractor and requires a written corrective action plan as outlined in the Performance Work Statement (PWS). Additionally, formal performance reviews will be conducted on all subsequent task orders not less than quarterly beginning not more than 30 days after the first full quarter following transition. Performance reviews can be scheduled more frequently if deemed necessary by the COR, Government Program Manager, or Procuring Contracting Officer (PCO). The Contractor will receive briefings on the performance reports and be allowed the opportunity to submit a response. Contract deficiency reports (CDRs) and/or quality discrepancy reports (QDRs) will be used if the issue(s) identified by the CAR is not corrected or addressed as requested by the PCO. The normal schedule of periodic performance reviews will be identified in subsequent task order quality assurance surveillance plans (QASP).

The following areas are deemed most significant to the Government: loss of any sensitive item, loss of overall property accountability (when the Procuring Contracting Officer determines the contractors property management practices are inadequate in part or total) and negative impact to the effort. Also factored into the performance assessment process are any outstanding contract deficiency reports or quality discrepancy reports filed in the previous quarter remaining unresolved.

Contractors Fixed Fee will be assessed for validated discrepancies as listed in Attachment 0027 of this solicitation.

*** END OF NARRATIVE H0004 ***

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS	DEC/2010
H-2	952.225-0011 (C3)	GOVERNMENT FURNISHED CONTRACTOR SUPPORT	DEC/2011

The following is a summary of the type of support the Government will provide the contractor, on an "as-available" basis. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence.

* CAAF means Contractors Authorized to Accompany Forces .

** Mail to Iraq limited to 2lbs

*** Applies to Iraq only

U.S. Citizens

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> APO/FPO/MPO/DPO/Postal Services** | <input checked="" type="checkbox"/> DFACs | <input checked="" type="checkbox"/> Mil Issue Equip |
| <input type="checkbox"/> Authorized Weapon | <input type="checkbox"/> Excess Baggage | <input checked="" type="checkbox"/> MILAIR |
| <input type="checkbox"/> Billeting | <input type="checkbox"/> Fuel Authorized | <input checked="" type="checkbox"/> MWR |
| <input type="checkbox"/> CAAF* | <input type="checkbox"/> Govt Furnished Meals | <input checked="" type="checkbox"/> Resuscitative Care |
| <input checked="" type="checkbox"/> Controlled Access Card (CAC) | <input checked="" type="checkbox"/> Military Banking | <input checked="" type="checkbox"/> Transportation |
| <input checked="" type="checkbox"/> Badge | <input checked="" type="checkbox"/> Military Clothing | <input type="checkbox"/> All |
| <input checked="" type="checkbox"/> Commissary | <input checked="" type="checkbox"/> Military Exchange | <input type="checkbox"/> None |
| <input type="checkbox"/> Dependents Authorized | <input type="checkbox"/> Embassy Air*** | <input type="checkbox"/> Embassy Clinic |

Third-Country National (TCN) Employees

- | | | |
|---|---|---|
| <input type="checkbox"/> N/A | <input type="checkbox"/> DFACs | <input type="checkbox"/> Mil Issue Equip |
| <input type="checkbox"/> Authorized Weapon | <input type="checkbox"/> Excess Baggage | <input type="checkbox"/> MILAIR |
| <input type="checkbox"/> Billeting | <input type="checkbox"/> Fuel Authorized | <input type="checkbox"/> MWR |
| <input type="checkbox"/> CAAF* | <input type="checkbox"/> Govt Furnished Meals | <input type="checkbox"/> Resuscitative Care |
| <input type="checkbox"/> Controlled Access Card (CAC) | <input type="checkbox"/> Military Banking | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> Badge | <input type="checkbox"/> Military Clothing | <input type="checkbox"/> All |
| <input type="checkbox"/> Commissary | <input type="checkbox"/> Military Exchange | <input type="checkbox"/> None |
| <input type="checkbox"/> Dependents Authorized | <input type="checkbox"/> Embassy Air*** | <input type="checkbox"/> Embassy Clinic |

Local National (LN) Employees

- | | | |
|--|--|--|
| <input type="checkbox"/> N/A | <input type="checkbox"/> DFACs | <input type="checkbox"/> Mil Issue Equip |
| <input type="checkbox"/> Authorized Weapon | <input type="checkbox"/> Excess Baggage | <input type="checkbox"/> MILAIR |
| <input type="checkbox"/> Billeting | <input type="checkbox"/> Fuel Authorized | <input type="checkbox"/> MWR |

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<input type="checkbox"/> CAAF*	<input type="checkbox"/> Govt Furnished Meals	<input type="checkbox"/> Resuscitative Care
<input type="checkbox"/> Controlled Access Card (CAC)	<input type="checkbox"/> Military Banking	<input type="checkbox"/> Transportation
<input type="checkbox"/> Badge	<input type="checkbox"/> Military Clothing	<input type="checkbox"/> All
<input type="checkbox"/> Commissary	<input type="checkbox"/> Military Exchange	<input type="checkbox"/> None
<input type="checkbox"/> Dependents Authorized	<input type="checkbox"/> Embassy Air***	<input type="checkbox"/> Embassy Clinic

(End of clause)

H-3 52.245-4506 GOVERNMENT FURNISHED PROPERTY OCT/1994
 (ACC-RI)

Schedule of Government Furnished Property

(a) Pursuant to the Government Property clause in Section I of this contract, the Government shall furnish F.O.B. contractor's place of performance, the Government-owned property listed in attachment numbers 0011, 0012, and 0013 of this document for use in the performance of this contract.

(b) The property shall be delivered in accordance with the schedule set forth in Section A of this document.

(c) If the property is not received in accordance with the Period of Performance identified in Sections A and B of this document, the Contractor shall immediately notify the Contracting Officer in writing.

(d) The quantity of Government Furnished Material (GFM) which is offered herein is contingent upon award of the total quantity solicited herein. Should the actual quantity awarded be less than the total quantity solicited, the Government retains the right to unilaterally reduce the quantity of GFM which will be provided under any resultant contract. Any said reduction shall be on a pro-rata basis.

(End of clause)

(HS6075)

H-4 52.246-4557 MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250) JAN/1995
 (ACC-RI)

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Purchasing Office

Army Contracting Command-Rock Island (ACC-RI)
 CCRC-FP
 1 Rock Island Arsenal
 Rock Island, IL 61299-8000

2. Production Management

Army Sustainment Command (ASC)
 AMSAS-FSA-P
 1 Rock Island Arsenal
 Rock Island, IL 61299-8000

(End of clause)

(HS6025)

H-5 952.225-0004 COMPLIANCE WITH LAWS AND REGULATIONS DEC/2011
 (C3)

Name of Offeror or Contractor:

(a) The Contractor shall comply with, and shall ensure that its employees and its subcontractors and their employees, at all tiers, are aware of and obey all U.S. and Host Nation laws, Federal or DoD regulations, and US Central Command orders and directives as applicable to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps or Chief of Mission operations and fragmentary orders, instructions, policies and directives.

(b) Contractor employees shall particularly note all laws, regulations, policies, and orders restricting authority to carry firearms, rules for the use of force, and prohibiting sexual or aggravated assault.

(1) Afghanistan -- Contractor employees are subject to General Orders Number 1, as modified from time to time, including without limitation, their prohibition on privately owned firearms, alcohol, drugs, war souvenirs, pornography and photographing detainees, human casualties or military security measures.

(2) Iraq -- Contractor employees are not subject to General Order 1. Contractor employees will follow the policies or directives of the Office of Security Cooperation-Iraq (OSC-I) Installation Managers or Chief of Mission policies and directives regarding consumption of alcohol or any prohibited items for sites that they are assigned.

(c) Contractor employees may be ordered removed from the US Embassy, Chief of Mission sites, OSC-I sites, secure military installations or the theater of operations by order of the Chief of Mission (Iraq) or senior military commander of the battle space (Afghanistan) for acts that disrupt good order and discipline or violate applicable laws, regulations, orders, instructions, policies, or directives. Contractors shall immediately comply with any such order to remove its contractor employee.

(d) Contractor employees performing in Iraq or the USCENTCOM Area of Responsibility (AOR) may be subject to the jurisdiction of overlapping criminal codes, including, but not limited to, the Military Extraterritorial Jurisdiction Act (18 U.S.C. Sec. 3261, et al) (MEJA), the Uniform Code of Military Justice (10 U.S.C. Sec. 801, et al) (UCMJ), and the laws of the Host Nation. Non-US citizens may also be subject to the laws of their home country while performing in Iraq or the USCENTCOM AOR. Contractor employee status in these overlapping criminal jurisdictions may be modified from time to time by the United States, the Host Nation, or by applicable status of forces agreements.

(e) Under MEJA, a person who engages in felony misconduct outside the United States while employed by or accompanying the Armed Forces is subject to arrest, removal and prosecution in United States federal courts. Under the UCMJ, a person serving with or accompanying the Armed Forces in the field during a declared war or contingency operation may be disciplined for a criminal offense, including by referral of charges to a General Court Martial. Contractor employees may be ordered into confinement or placed under conditions that restrict movement in Iraq or within the AOR or administratively attached to a military command pending resolution of a criminal investigation.

(f) Contractors shall immediately notify the BDOC (Iraq) or military law enforcement (Afghanistan) and the Contracting Officer if they suspect an employee has committed an offense. Contractors shall take any and all reasonable and necessary measures to secure the presence of an employee suspected of a serious felony offense. Contractors shall not knowingly facilitate the departure of an employee suspected of a serious felony offense or violating the Rules for the Use of Force to depart Iraq or Afghanistan without approval from the Chief of Mission (Iraq) or the senior U.S. commander (Afghanistan).

(End of clause)

H-6 952.225-0013 CONTRACTOR HEALTH AND SAFETY
(C3)

DEC/2011

(a) Contractors shall comply with National Electrical Code (NEC) 2008 for repairs and upgrades to existing construction and NEC 2011 standards shall apply for new construction, contract specifications, and MIL Standards/Regulations. All infrastructure to include, but not limited to, living quarters, showers, and restrooms shall be installed and maintained in compliance with these standards and must be properly supported and staffed to ensure perpetual Code compliance, prevent hazards and to quickly correct any hazards to maximize safety of those who use or work at the infrastructure.

(b) For existing employee living quarters the contractor shall provide maintenance, conduct repairs, and perform upgrades in compliance with NEC 2008 standards. For new employee living quarters, the contractor shall provide maintenance, conduct repairs, and make upgrades in compliance with NEC 2011 standards. The government has the authority to enter and inspect contractor employee living quarters at any time to ensure the prime contractor is complying with safety compliance standards.

(c) The contractor shall correct all deficiencies within a reasonable amount of time of becoming aware of the deficiency either by notice from the government or a third party, or by self discovery of the deficiency by the contractor. Further guidance can be found on:

UFC: http://www.wbdg.org/ccb.browse_cat.php?o=29&c=4

NFPA 70: <http://www.nfpa.org>

NESC: <http://www.standards.ieee.org/nesc>

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(End of Clause)

H-7 952.225-0016 CONTRACTOR DEMOBILIZATION -- AFGHANISTAN
(C3)

AUG/2011

(a) Full demobilization of contractors and subcontractor(s) in the Afghanistan Combined Joint Operations Area (CJOA) is critical to responsible drawdown. The prime contractor is required to submit a demobilization plan to the Contracting Officer a minimum of 120 days prior to the end of the contract performance period or when requested by the Contracting Officer. The demobilization plan shall address, as a minimum, the following procedures detailed below. The procedures outline specific guidance to ensure a timely and responsible exit from theater. Prime contractors are responsible and accountable to ensure their subcontractor(s) at all tiers comply with responsible and timely exit from theater immediately following contract performance completion or termination.

(1) Exit from Afghanistan: The prime contractor is responsible to remain cognizant of Afghan laws regarding exit from Afghanistan. Currently, all foreigners traveling out of Afghanistan airports via commercial air transportation must have exit visas. Department of Defense, U.S. Forces-Afghanistan, Letters of Authorization (LOAs), and/or Embassy Badges are not accepted means of exiting Afghanistan. All U.S. citizens and foreign national contractors exiting via commercial means must obtain an Afghanistan exit sticker before departing the country. The exit sticker may be obtained from Ministry of Interior (MOI) office. It is the prime contractors responsibility to ensure that the most recent exit procedures are followed and to ensure that subcontractor(s) at all tiers are in compliance with exit procedures. It is to the responsibility of the contractor to work with the Embassy of Afghanistan or Afghanistan MOI as required.

(2) Letter of Authorization (LOA): The prime contractor is responsible for demobilizing its workforce, including subcontractor employees at all tiers, and all contractor owned and subcontractor owned equipment out of theater as part of the prime contractors exit strategy. This exit strategy must include reasonable timeframes starting with the end of the contract performance period and not exceeding 30 days. The Contracting Officer has the authority to extend selected LOAs up to, but not exceeding 30 calendar days after the contract completion date to allow the prime contractor to complete demobilization of its workforce and contractor owned equipment, as well as subcontractor(s) workforce and owned equipment, out of the Afghanistan CJOA. The prime contractor shall notify the Contracting Officer a minimum of 30 days prior to the end of the contract period to request up to a 30-day extension of selected LOAs beyond the contract completion date to complete demobilization. The request shall include at a minimum:

(i) the name of each individual requiring a new LOA;

(ii) the number of days for the LOA (no more than 30 calendar days); and

(iii) justification for the request (e.g., what function the individual(s) will be performing during the demobilization period).

The Contracting Officer may request additional information for an LOA extension. Any LOA extension granted beyond the contract completion date shall not exceed 30 days and the contractor is not entitled to additional compensation for this period. If approved by the Contracting Officer, this is a no cost extension of an employees LOA due to demobilization and in no way is an extension of the contract performance period.

(3) Badging: The prime contractor is responsible to ensure all employee badges, including subcontractor employees at all tiers, are returned to the local Access Control Badging Office for de-activation and destruction. The prime contractor shall submit a Badge Termination Report to ensure each record is flagged and the badge is revoked. If a prime and/or subcontractor employees badge is not returned, the prime contractor shall submit a Lost, Stolen or Unrecovered Badge Report to the appropriate Access Control Badging Office. Contractor employees in possession of a Common Access Card (CAC) shall be responsible for turning in the CAC upon re-deployment through a CONUS Replacement Center in the U.S. Failure to return employee badges in a timely manner may result in delay of final payment.

(4) Contractor Controlled Facility Space: If the prime contractor has entered into a Memorandum of Understanding with the Installation Mayor or Garrison for site space, buildings, facilities, and/or Containerized Housing Units (CHU) to house prime and/or subcontractor employees (at all tiers), the prime contractor is responsible to notify the Installation Mayor or Garrison Commander of intent to vacate at least 90 calendar days prior to the end of the contract performance period. All United States Government (USG) provided property in the prime contractors possession must be returned to the USG in satisfactory condition. The prime contractor is responsible and liable for any and all damages to USG property caused by prime and/or subcontractor employees, and shall be further liable for all cleanup, clearing, and/or environmental remediation expenses incurred by the USG in returning prime contractor and/or subcontractor facilities including surrounding site to a satisfactory condition, including expenses incurred in physically moving property, trash, and refuse from such premises, removing/ remediating hazardous wastes on the premises, and repairing structures, buildings, and facilities used by the prime contractor and/or subcontractor. The prime contractor shall provide notification to the Installation Mayor or Garrison Commander to perform an inspection of all facilities as soon as practicable, but no more than 30 days, after the end of the contract period. If damages are discovered, the prime contractor shall make the necessary repairs. The prime contractor shall notify the Installation Mayor or Garrison Commander for re-inspection of the facilities upon completion of the repairs. If the Installation Mayor or Garrison Commander inspects the property, site space, buildings, facilities, and/or CHUs and finds they have not been properly cleaned, cleared, and/or environmentally remediated, or if the prime contractor fails to repair any damages within 30 calendar days after the end of the contract performance period, the final contract payment shall be reduced by the amount of

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the specified damages/repairs or the expenses incurred by the USG to properly clean, clear, and/or environmentally remediate the premises.

(5) Government Furnished Equipment/Materials: The prime contractor is responsible to return all USG furnished equipment, as defined in Federal Acquisition Regulation (FAR) Part 45, clauses 52.245-1, if included in the contract. Prime contractors who are not in compliance with the FAR, Defense Federal Acquisition Regulation Supplement, Department of Defense Directives and Instructions, policies, or procedures will be responsible and liable for damages to the government property. The prime contractor may apply for a relief of responsibility from the Contracting Officer anytime during the contract performance period. A joint inventory shall be conducted of the equipment by the prime contractor, USG representative, and the Contracting Officer or their representative, within 10 calendar days after the end of the contract performance period. The prime contractor shall report lost, damaged or destroyed property immediately to the Contracting Officer, but no later than the joint inventory at the end of the contract period. If the prime contractor fails to report lost, damaged or destroyed equipment or materials during the contract performance period, the prime contractor shall be responsible for the replacement and/or repair of the equipment or materials. The replaced equipment shall be new, of the same quality, and shall perform at the same functional level as the missing piece of equipment. If the prime contractor fails to repair and/or replace damaged or missing equipment, the final payment shall be reduced by the appropriate amount of the specified damages or cost to replace missing equipment with new.

(6) Contractor Personal Property: The contractor is advised that all personal property left on the respective installation after the date of departure of said premises, shall be sold or otherwise disposed of in accordance with 10 U.S.C. \a7 2575.

(i) A request for the return of the property will be honored, if feasible, and if received before the expiration of the period of time allowed to vacate the installation.

(ii) If abandoned property is left on the respective installation, contractual remedies may be enforced against the contractor, (See paragraph (b) of this clause for potential contractual remedies). Additionally, even if the contractor waives its interest to all abandoned personal property, the contractor may still be liable for all costs incurred by the USG to remove or dispose of the abandoned property.

(iii) The contractor hereby authorizes the USG authority to dispose of any and all abandoned personal property in any manner the USG may deem suitable and hereby releases and discharges the USG and its agents from any and all claims and demands whatsoever that could otherwise be asserted because of the disposition of said abandoned personal property.

(7) Synchronized Predeployment Operational Tracker (SPOT): The prime contractor is responsible to close out the deployment of personnel, including subcontractor employees at all tiers, at the end of the contract completion period and to release the personnel from the prime contractors company in the SPOT database. The release of employee information must be accomplished no more than 30 calendar days after the end of the contract completion date.

(8) Accountability of Prime and Subcontractor Personnel: Whether specifically written into the contract or not, it is the expectation of the USG that for any persons brought into the Afghanistan CJOA for the sole purposes of performing work on USG contracts, contract employers will return employees to their point of origin/home country once the contract is completed or their employment is terminated for any reason. If the prime contractor fails to re-deploy an employee, or subcontractor employee at any tier, the USG shall notify the applicable U.S. Embassy to take appropriate action. Failure by the prime contractor to re-deploy its personnel, including subcontractor personnel at any tier, at the end of the contract completion date, could result in the contractor being placed on the Excluded Parties List System (EPLS) and not be allowed to propose on future U.S. contracts anywhere in the world.

(9) Personnel Recovery: Any DoD contractor with unaccounted for employees shall follow the instructions in the Contractor Accountability and Personnel Recovery Clause 952.225-20. The contractor may use the Contracting Fusion Cell as a resource to track or research employees last known location and/or to view LOAs.

(b) CENTCOM - Joint Theater Support Contracting Command (C-JTSCC) and external agencies will utilize all available contracting remedies to guarantee compliance with demobilization requirements. Such actions include, but are not limited to withholding payment, issuing a cure notice, issuing a negative Contractor Performance Assessment Reporting System (CPARS) evaluation, reduction of award fee, debarment, reimbursement of U.S. Government expenses, and/or any other legal remedy available to a contracting officer. The USG reserves the right to withhold payment from the prime contractor not in compliance with the above procedures included herein. Additionally, the Contracting Officer shall document all unresolved contractor compliance issues in CPARS, which shall have an adverse past performance affect on future contracts with the USG, anywhere in the world.

(End of Clause)

(a) USFOR-A FRAGO 10-200. United States Forces Afghanistan (USFOR-A) has directed that all shipments into and out of the Combined Joint Operations Area - Afghanistan (CJOA-A) be coordinated through the Defense Transportation System (DTS) in order to expedite the

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customs clearance process and facilitate the use of in-transit visibility for all cargo in the CJOA-A

(b) Information regarding the Defense Transportation System (DTS). For instructions on shipping commodity items via commercial means using DTS, see the following websites:

1. Defense Transportation Regulation Part II Cargo Movement - Shipper, Trans-shipper, and Receiver Requirements and Procedures: http://www.transcom.mil/dtr/part-ii/dtr_part_ii_203.pdf

2. Defense Transportation Regulation Part II 4 Cargo Movement Cargo Routing and Movement: http://www.transcom.mil/dtr/part-ii/dtr_part_ii_202.pdf

3. Defense Transportation Regulation Part V - Department of Defense Customs and Border Clearance Policies and Procedures: http://www.transcom.mil/dtr/part-v/dtr_part_v_512.pdf

(c) Responsibilities of the vendor carrier representative, shipping expediter, and/or customs broker:

1. Afghanistan Import Customs Clearance Request Procedures: The carrier, shipping expediter, and/or customs broker is responsible for being knowledgeable about the Afghan Customs Clearance Procedures.

2. Status of Customs Clearance Requests: All inquiries regarding the status of a customs clearance request prior to its submission to Department of Defense (DoD) Customs and after its return to the carrier representative or shipping expediter should be directed to the carrier or shipping agent.

3. Customs Required Documents: The carrier representative or shipping expediter is required to provide the DoD Contracting Officer Representative (COR) with all documentation that will satisfy the requirements of the Government of the Islamic Republic of Afghanistan (GIROA).

(d) Required Customs Documents: Documents must be originals (or copies with a company stamp). Electronic copies or photocopied documents will not be accepted by GIROA. The carrier is responsible for checking the current requirements for documentation with the Afghanistan Customs Department (ACD) as specified by the U.S. Embassy Afghanistans SOP for Customs Clearance Requests Operations (<http://trade.gov/static/AFGCustomsSOP.pdf>) and paragraph 4 below.

1. The U.S Ambassador Afghanistan diplomatic note guarantees that the U.S. Government (USG) shipments are exempt from Afghanistan Customs duties and taxes. USG shipments do not provide commercial carriers with the authority to unnecessarily delay shipments or holdover shipments in commercial storage lots and warehouses while en route to its final destination. The U.S. Embassy expects that shipments will be expedited as soon as customs clearance paperwork is received from the respective GIROA officials.

2. Imports: Documentation must list the year, make, model, and color of the commodity, the commodity Identification Number (if applicable) and for vehicles, the Engine Block Number. The following documentation is required for all import shipments:

a. An original Customs Clearance Request (CCR) prepared by the COR in accordance with Afghanistan customs guidance referenced in paragraph 4 below.

b. Bills of Lading (for shipments by sea), Airway Bills (for shipments by air) or Commodity Movement Request (CMRs) (for overland shipments). In the consignee block, type in US Military. This will help the Afghan Customs officials to recognize that the shipment belongs to the US Military and, therefore, the shipment is subject to tax exemption provisions as specified under the current Diplomatic Note or Military Technical Agreement (MTA).

c. Shipping Invoices.

d. Packing Lists. Required only if the shipping invoice does not list the cargo.

e. An Afghan Government Tax Exemption Form (Muaffi Nama) purchased from the Department of Customs and Revenue and prepared in the local language by the carrier representative, shipping agent, or customs broker.

f. A Diplomatic Note, prepared by DoD Customs, to the Ministry of Foreign Affairs requesting the initiation of customs formalities with the Ministry of Finance, Department of Customs and Exemptions. Please note that DoD Customs is not responsible for registering vehicles.

g. Commercially-owned equipment such as vehicles, construction machinery or generators that are leased and imported to Afghanistan for the performance of a USG contract may be subject to taxes and duties as determined by GIROA. If commercially-owned equipment is imported into Afghanistan in a duty-free status, that duty-free status only applies as long as the equipment is under the exclusive use of the USG contract. If the equipment is released at the end of the contract, applicable GIROA duties and taxes will apply to the owner if the equipment is not exported from Afghanistan or transferred to another USG contract.

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h. USG-owned vehicles must be exported at the conclusion of the project period or transferred to another USG entity. Under certain conditions, the USG may transfer equipment or vehicles to GIROA.

3. Exports: The following documentation is required for all export shipments:

a. An original CCR prepared by the COR. If COR is not available, the Contracting Officer (KO) will prepare the CCR.

b. Invoices.

c. Packing Lists. Required only if the shipping invoice does not list the cargo.

d. A Diplomatic Note, prepared by the DoD Customs Cell, to the Ministry of Foreign Affairs requesting the initiation of customs formalities with the Ministry of Finance, Department of Customs and Exemptions.

4. Customs requirements from the GIROA may change with little notice. For current detailed instructions on customs guidelines in Afghanistan, refer to The Instruction for Customs Clearance Request (Import/Export) Operations. In all cases, the carrier is required to obtain a copy of this document, found at the following link: <http://trade.gov/static/AFGCustomsSOP.pdf>

(e) Point of contact (POC) for customs issues is the USFOR-A Joint Security Office (JSO) J3 at DSN: 318-449-0306 or 449-0302. Commercial to DSN conversion from the United States is (732) 327-5130, choose option #1, and then dial 88-318 followed by your seven-digit DSN number.

(End of Clause)

H-9 952.225-0020 CONTRACTOR ACCOUNTABILITY AND PERSONNEL RECOVERY (AFGHANISTAN) AUG/2011
(C3)

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

(1) Unaccounted Personnel: It is the expectation of the USG that any contractor brought into Afghanistan for the sole purposes of performance of work on a USG contract must be accounted for at all times by their respective employers. Additionally, contractors who maintain living quarters on a USG base shall verify the location of each of its employees living quarters a minimum of once a month. If a DoD contracted employee becomes missing and evidence does not indicate foul play, a Personnel Recovery (PR) event is NOT automatically triggered. Such an event will be treated as an accountability battle drill by the employers chain of command or civilian equivalent.

(2) Contractor Responsibilities: The contractor is responsible to take all necessary steps to locate and investigate the unaccounted for employee(s) whereabouts to the maximum extent practicable. To assist in this process, contractors may use the Contracting Fusion Cell as a resource to track or research employees last known location and/or to view LOAs. All missing personnel will be immediately reported to the installation division Personnel Recovery Officer (PRO), Mayors cell, Military Police Station and/or the Criminal Investigative Division, and the Base Defense Operations Center (BDOC).

(3) Contractor Provided Information: If it is determined that a potential criminal act has occurred, the USD PRO (or USFOR-A Personnel Recovery Division (PRD) with prior coordination) will attempt to validate the missing persons identity through the employer. The contractor shall provide the information to PRD within 12 hours of request. The required information the contractor should keep on file includes but is not limited to: copy of the individuals Letter of Authorization generated by the Synchronized Pre-deployment and Operational Tracker System (SPOT), copy of passport and visas, housing information of where the individual resides such as room number and location, DD Form 93, Record of Emergency Data, copy of badging, and contact information for known friends or associates.

(b) If USFOR-A PRD determines through investigation that the unaccounted personnel have voluntarily left the installation either seeking employment with another contractor or other non-mission related reasons, PRD will notify the contractor. The contractor shall ensure that all government-related documents such as LOAs, visas, etc. are terminated/reconciled appropriately within 24 hours of notification by PRD in accordance with subparagraph (a)(8) of C-JTSCC Clause 952.225-0016 entitled Contractor Demobilization (Afghanistan). Contractors who fail to account for their personnel or whose employees create PR events will be held in breach of their contract and face all remedies available to the Contracting Officer.

(End of Clause)

H-10 952.232-0004 PAYMENT IN LOCAL CURRENCY (AFGHANISTAN) DEC/2011
(C3)

(a) Pursuant to the authority of USCENTCOM FRAGO's 09-1567 and 10-143 this contract is awarded in Afghani (local currency), if awarded

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to a host nation vendor. The contractor will receive payment in local currency via Electronic Funds Transfer to a local (Afghan) banking institution.

(b) By exception, the following forms of payment are acceptable when EFT using ITS.gov is determined not available by the local finance office, in order of priority.

- (1) EFT using Limited Depository Account (LDA)
- (2) Check from the local finance office LOA
- (3) Local currency cash payments (must be approved in writing by the local finance office and contracting office prior to contract/purchase order award). Payments in cash are restricted to contracts/purchase orders when the vendor provides proof via a letter from the host nation banking institution that it is not EFT capable and validated by the local finance office that the vendor's banking institution is not EFT capable. Cash payments will be made in Afghani.

(End of clause)

H-11 52.237-4501 ACCOUNTING FOR PERSONNEL (ACC-RI) MAR/2001
LOCAL

As directed by the Contracting Officer or his/her representative, the Contractor shall report its employees by:

- (a) Last Name, First Name, Middle initial
- (b) Social Security Number
- (c) Name of Contract Company
- (d) Specialty
- (e) Area of Deployment
- (f) Duration of Deployment
- (g) Purpose of Deployment
- (h) Point of Contact for Deployment
- (i) Possession of any Specialized Equipment

In addition, the contractor should report whenever entering and leaving the area of operations to the AMC-Forward Commander who will disseminate via SITREP to the G4, Force Protection, theater PARC, and the Contracting Officer.

(End of clause)

(HS7800)

H-12 52.242-4591 CONTRACTOR PERFORMANCE INFORMATION DEC/2005
(ACC-RI)

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.

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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-13

52.247-4545

PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION

MAY/1993

(ACC-RI)

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: _____

(End of clause)

(HS7600)

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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	JAN/2012
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	OCT/2010
I-6	52.203-8	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
I-9	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR/2010
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	52.204-7	CENTRAL CONTRACTOR REGISTRATION	FEB/2012
I-13	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	FEB/2012
I-14	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC/2010
I-15	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	FEB/2012
I-16	52.210-1	MARKET RESEARCH	APR/2011
I-17	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-18	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	OCT/2010
I-19	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-20	52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG/2011
I-21	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT/2010
I-22	52.215-14	INTEGRITY OF UNIT PRICES (OCT 2010) -- ALTERNATE I (OCT 1997)	OCT/1997
I-23	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2010
I-24	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-25	52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA --MODIFICATIONS	OCT/2010
I-26	52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT/2009
I-27	52.216-8	FIXED FEE	JUN/2011
I-28	52.216-26	PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION	DEC/2002
I-29	52.219-7	NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE	JUN/2003
I-30	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN/2011
I-31	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2011
I-32	52.219-14	LIMITATIONS ON SUBCONTRACTING	NOV/2011
I-33	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-34	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-35	52.222-3	CONVICT LABOR	JUN/2003
I-36	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-37	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-38	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-39	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-40	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
I-41	52.222-41	SERVICE CONTRACT ACT OF 1965	NOV/2007
I-42	52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	SEP/2009
I-43	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-44	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JAN/2009
I-45	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-46	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011

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I-47	52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS	MAY/2011
I-48	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-49	52.227-1	AUTHORIZATION AND CONSENT	DEC/2007
I-50	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC/2007
I-51	52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR/1984
I-52	52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR/1984
I-53	52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN/1997
I-54	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-55	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-56	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN/2010
I-57	52.232-1	PAYMENTS	APR/1984
I-58	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-59	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-60	52.232-11	EXTRAS	APR/1984
I-61	52.232-17	INTEREST	OCT/2010
I-62	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-63	52.232-20	LIMITATION OF COST	APR/1984
I-64	52.232-22	LIMITATION OF FUNDS	APR/1984
I-65	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-66	52.232-25	PROMPT PAYMENT (OCT 2008) - ALTERNATE I (FEB 2002)	FEB/2002
I-67	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-68	52.233-1	DISPUTES	JUL/2002
I-69	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-70	52.233-3	PROTEST AFTER AWARD (AUG 1996) -- ALTERNATE I (JUN 1985)	JUN/1985
I-71	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-72	52.236-7	PERMITS AND RESPONSIBILITIES	NOV/1991
I-73	52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR/1984
I-74	52.237-3	CONTINUITY OF SERVICES	JAN/1991
I-75	52.242-1	NOTICE OF INTENT OF DISALLOW COSTS	APR/1984
I-76	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-77	52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN/1997
I-78	52.242-13	BANKRUPTCY	JUL/1995
I-79	52.243-1	CHANGES--FIXED PRICE (AUG 1987) -- ALTERNATE I (APR 1984)	APR/1984
I-80	52.243-2	CHANGES - COST-REIMBURSEMENT (AUG 1987) -- ALTERNATE I (APR 1984)	APR/1984
I-81	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC/2010
I-82	52.245-1	GOVERNMENT PROPERTY	APR/2012
I-83	52.245-9	USE AND CHARGES	APR/2012
I-84	52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB/1997
I-85	52.247-16	CONTRACTOR RESPONSIBILITY FOR RETURNING UNDELIVERED FREIGHT	APR/1984
I-86	52.247-21	CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE	APR/1984
I-87	52.247-22	CONTRACTOR LIABILITY FOR LOSS OF AND/OR DAMAGE TO FREIGHT OTHER THAN HOUSEHOLD GOODS	APR/1984
I-88	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-89	52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR/1984
I-90	52.249-6	TERMINATION (COST REIMBURSEMENT)	MAY/2004
I-91	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-92	52.249-14	EXCUSABLE DELAYS	APR/1984
I-93	52.251-1	GOVERNMENT SUPPLY SOURCES	APR/2012
I-94	52.251-2	INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES	JAN/1991
I-95	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-96	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-97	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-98	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT- RELATED FELONIES	DEC/2008
I-99	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
I-100	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-101	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-102	252.204-7004	ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION (52.204-7)	SEP/2007
I-103	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-104	252.204-7008	EXPORT-CONTROLLED ITEMS	APR/2010
I-105	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-106	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE	DEC/2006

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I-107	252.209-7009	GOVERNMENT OF A TERRORIST COUNTRY ORGANIZATIONAL CONFLICT OF INTEREST -- MAJOR DEFENSE ACQUISITION PROGRAM	DEC/2010
I-108	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-109	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	FEB/2012
I-110	252.217-7028	OVER AND ABOVE WORK	DEC/1991
I-111	252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS)	SEP/2011
I-112	252.222-7001	RIGHT OF FIRST REFUSAL OF EMPLOYMENT--CLOSURE OF MILITARY INSTALLATIONS	APR/1993
I-113	252.222-7002	COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS)	JUN/1997
I-114	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-115	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
I-116	252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-- SUBMISSION AFTER AWARD	OCT/2010
I-117	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2010
I-118	252.225-7039	CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS	AUG/2011
I-119	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
I-120	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-121	252.228-7000	REIMBURSEMENT FOR WAR-HAZARD LOSSES	DEC/1991
I-122	252.228-7003	CAPTURE AND DETENTION	DEC/1991
I-123	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-124	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	MAR/2008
I-125	252.232-7008	ASSIGNMENT OF CLAIMS (OVERSEAS)	JUN/1997
I-126	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-127	252.233-7001	CHOICE OF LAW (OVERSEAS)	JUN/1997
I-128	252.237-7001	COMPLIANCE WITH AUDIT STANDARDS	MAY/2000
I-129	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	NOV/2010
I-130	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	MAY/2011
I-131	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-132	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-133	252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES	JAN/2007
I-134	252.246-7004	SAFETY OF FACILITIES, INFRASTRUCTURE, AND EQUIPMENT FOR MILITARY OPERATIONS	OCT/2010
I-135	252.247-7003	PASS-THROUGH OF MOTOR CARRIER FUEL SURCHARGE ADJUSTMENT TO THE COST BEARER	SEP/2010
I-136	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	OCT/2010
I-137	252.251-7000	ORDERING FROM GOVERNMENT SUPPLY SOURCES	NOV/2004
I-138	252.251-7001	USE OF INTERAGENCY FLEET MANAGEMENT SYSTEM (IFMS) VEHICLES AND RELATED SERVICES	DEC/1991
I-139	52.216-7	ALLOWABLE COST AND PAYMENT	JUN/2011

(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.

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(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 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

Name of Offeror or Contractor:

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 Executive compensation for the five most highly compensated executives. See 31.205-6(p). Additional salary reference information is available at
*HYPERLINK "http://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.

Name of Offeror or Contractor:

(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.

(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 --

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Name of Offeror or Contractor:

(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 --

(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-140

52.216-19

ORDER LIMITATIONS

OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than or equal to half a man-year, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of <Not Applicable>;

(2) Any order for a combination of items in excess of <Not Applicable>; or

(3) A series of orders from the same ordering office within <Not Applicable> days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within <Not Applicable> days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

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Name of Offeror or Contractor:

I-141 52.216-24 LIMITATION OF GOVERNMENT LIABILITY APR/1984

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding <determined at award> dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is <determined at award> dollars.

(End of Clause)

I-142 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 60 days of contract expiration.

(End of Clause)

I-143 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 45 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three years, 47 days to include the maximum time for the transition-in period.

(End of Clause)

I-144 52.222-2 PAYMENT FOR OVERTIME PREMIUMS JUL/1990

(a) The use of overtime is authorized under this contract by first notifying the Contracting Officer prior to work being performed 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.

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Name of Offeror or Contractor:

(End of Clause)

I-145 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES MAY/1989

In compliance with the Service Contract Act of 1965, as amended, 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

(End of Clause)

I-146 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR APR/1984

Funds are not presently available for performance under this contract beyond <determined at award>. The Governments obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond <determined at award>, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

I-147 52.244-2 SUBCONTRACTS OCT/2010

(a) Definitions. As used in this clause

Approved purchasing system means a Contractors 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 Officers 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 Officers written consent before placing any subcontracts.

Name of Offeror or Contractor:

(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 subcontractors 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 subcontractors 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 subcontractors 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 subcontractors 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 Contractors 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 Contractors 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 Contractors 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: -2-

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I-148 52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES APR/2012

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an ``as-is, where is'' condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause:

TO BE PROVIDED BY CONTRACTING OFFICER

(End of Clause)

I-149 252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S) SEP/2011

(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 in common work areas within business segments performing work in the United States under Department of Defense (DoD) contracts DoD fraud hotline posters prepared by the DoD Office of the Inspector General. DoD fraud hotline posters may be obtained from the DoD Inspector General, Attn: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884.

(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:

NA

(3) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that exceed \$5 million except when the subcontract--

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

I-150 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:

TYPE

AMOUNT

Name of Offeror or Contractor:

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	Coverage required when contract performance involves use of aircraft: Minimum liability of \$200,000 per person, \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Passenger liability shall be at least \$200,000 multiplied by the number of seats or number of passengers, whichever is greater.
Vessel Collision Liability	Coverage required when contract performance involves use of vessels: Minimum liability of \$5,000,000 or the market value of the property being shipped by vessel, whichever is greater

(End of clause)

(IS6020)

I-151 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-152 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS JAN/2011

Name of Offeror or Contractor:

CONCERNS

(a) Definition. See 13 CFR 125.6(e) for definitions of terms used in paragraph (d).

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(4) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraphs (d) and (e) of this clause do not apply if the offeror has waived the evaluation preference.

___ Offer elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction. (i) At least 15 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns; or

(4) Construction by special trade contractors. (i) At least 25 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns.

(e) A HUBZone joint venture agrees that the aggregate of the HUBZone small business concerns to the joint venture, not each concern separately, will perform the applicable percentage of work requirements.

(f)(1) When the total value of the contract exceeds \$25,000, a HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business concern manufacturers.

(2) When the total value of the contract is equal to or less than \$25,000, a HUBZone small business concern nonmanufacturer may

Name of Offeror or Contractor:

provide end items manufactured by other than a HUBZone small business concern manufacturer provided the end items are produced or manufactured in the United States.

(3) Paragraphs (f)(1) and (f)(2) of this section do not apply in connection with construction or service contracts.

(g) Notice. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

(End of clause)

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52.219-28

POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION

APR/2009

(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.

(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/services/contractingopportunities/sizestandardsttopics/>.

(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 rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, 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 ORCA, or does not have a representation in ORCA for the NAICS

Name of Offeror or Contractor:

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-154 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 (If none, insert None)	Identification No.
_____	_____
_____	_____

(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 Governments 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.

(End of Clause)

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Name of Offeror or Contractor:

I-155 52.230-2 (DEV COST ACCOUNTING STANDARDS (DEVIATION 2012-00003)
2012-00003)

JAN/2012

(a) Unless the contract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR Part 9903 are incorporated herein by reference and the Contractor, in connection with this contract, shall--

(1) (CAS-covered Contracts Only) By submission of a Disclosure Statement, disclose in writing the Contractors cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(2) Follow consistently the Contractors cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with paragraph (a)(4) or (a)(5) of this clause, as appropriate.

(3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR Part 9904, in effect on the date of award of this contract or, if the Contractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the Contractors signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS (or modifications to CAS) which hereafter become applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

(4)(i) (Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to paragraph (a)(3) of this clause, the Contractor is required to make to the Contractors established cost accounting practices.

(ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of paragraph (a)(4) of this clause; provided that no agreement may be made under this provision that will increase costs paid by the United States.

(iii) When the parties agree to a change to a cost accounting practice, other than a change under subdivision (a)(4)(i) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this contract.

(5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States, together with interest thereon computed at the annual rate established under section 6621(a)(2) of the Internal Revenue Code of 1986 (26 U.S.C. 6621(a)(2)) for such period, from the time the payment by the United States was made to the time the adjustment is effected. In no case shall the Government recover costs greater than the increased cost to the Government, in the aggregate, on the relevant contracts subject to the price adjustment, unless the Contractor made a change in its cost accounting practices of which it was aware or should have been aware at the time of price negotiations and which it failed to disclose to the Government.

(b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in 48 CFR 9904 or a CAS rule or regulation in 48 CFR 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under the Contract Disputes Act (41 U.S.C. 601).

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractors award date or if the subcontractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the subcontractors signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of \$700,000, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

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Name of Offeror or Contractor:

I-156 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-157 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-158 252.225-7997 ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES RELATING TO ALLEGED AUG/2010
CRIMES BY OR AGAINST CONTRACTOR PERSONNEL IN IRAQ AND AFGHANISTAN
(DEVIATION 2010-00014)

(a) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (c) below, any alleged offenses under--

(1) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or a contingency operation); or

(2) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 1B, United States Code).

(b) The Contractor shall provide to all contractor personnel who will perform work on a contract in Iraq or Afghanistan, before beginning such work, information on the following:

(1) How and where to report an alleged crime described in paragraph (a) of this clause.

(2) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (a) of this clause.

(c) The appropriate investigative authorities to which suspected crimes shall be reported include the following officials:

(i) U.S. Army Criminal Investigations Division at <http://www.cid.army.mil/reportacrime.html>;

(ii) Air Force Office of Special Investigations at <http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522>;

(iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/Pages/publicdefault.aspx>; or

(iv) To the command of any supported military element or the command of any base.

(d) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at (800) 424-9098 or www.dodig.mil/HOTLINE/index.html. Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(End of clause)

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Name of Offeror or Contractor:

I-159 252.225-7993 PROHIBITION ON CONTRACTING WITH THE ENEMY IN THE UNITED STATES JAN/2012
(DEV 2012- CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2012-00005)
00005)

(a) The Contractor is required to exercise due diligence to ensure that none of the funds received under this contract are provided, directly or indirectly, to a person or entity who is actively supporting an insurgency or otherwise actively opposing U.S. or coalition forces in a contingency operation.

(b) The Head of the Contracting Activity (HCA) has the authority to--

(1) Terminate this contract for default, in whole or in part, if the HCA determines in writing that the Contractor failed to exercise due diligence as required by paragraph (a) of this clause; or

(2) Void this contract, in whole or in part, if the HCA determines in writing that any funds received under this Contract have been provided, directly or indirectly, to a person or entity who is actively supporting an insurgency or otherwise actively opposing U.S. or coalition forces in a contingency operation.

(End of clause)

I-160 252.225-7994 ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE JAN/2012
(DEV 2012- UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2012-
00005) 00005)

(a) In addition to any other existing examination-of-records authority, the Department of Defense is authorized to examine any records of the Contractor to the extent necessary to ensure that funds available under this Contract are not--

(1) Subject to extortion or corruption; or

(2) Provided, directly or indirectly, to persons or entities that are actively supporting an insurgency or otherwise actively opposing United States or coalition forces in a contingency operation.

(b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts under this Contract that have an estimated value over \$100,000.

(End of clause)

I-161 52.201-4500 AUTHORITY OF GOVERNMENT REPRESENTATIVE FEB/1993
(ACC-RI)

The Contractor is advised that contract changes, such as engineering changes, will be authorized only by the Contracting Officer or his representative in accordance with the terms of the contract. No other Government representative, whether in the act of technical supervision or administration, is authorized to make any commitment to the Contractor or to instruct the Contractor to perform or terminate any work, or to incur any obligation. Project Engineers, Technical Supervisors and other groups are not authorized to make or otherwise direct changes which in any way affect the contractual relationship of the Government and the Contractor.

(End of clause)

(IS7025)

I-162 52.216-4592 TASK AND DELIVERY ORDER OMBUDSMAN JUN/2011
(ACC-RI)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors regarding fair opportunity to be considered for task and/or delivery orders under multiple award contracts. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the contracting officer, source selection official or program manager. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the party to another official who can resolve the concern.

(b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or

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recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings).

(c) If resolution cannot be made by the contracting officer, concerned parties may contact the appointed task and delivery order ombudsman at U.S. Army Sustainment Command, ATTN: AMSAS-GCB/Task and Delivery Order Ombudsman, Rock Island, IL 61299, phone: (309)782-7287, facsimile: (309)782-8469.

(d) The ombudsman has no authority to render a decision that binds the agency.

(e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer.

(End of clause)

(IS7080)

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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>
Attachment 0001	OVER ARCHING PWS DO NOT BID AGAINST			
Attachment 0002	401ST PWS			
Attachment 0003	401ST SECTION B - PRICING MATRIX			
Attachment 0004	404TH PWS			
Attachment 0005	404TH SECTION B - PRICING MATRIX			
Attachment 0006	405TH PWS			
Attachment 0007	405TH SECTION B - PRICING MATRIX			
Attachment 0008	406TH PWS			
Attachment 0009	406TH SECTION B - PRICING MATRIX			
Attachment 0010	ILSS 2 CDRLS AND ATTACHMENTS			
Attachment 0011	401ST GFP LISTING			
Attachment 0012	404TH LBE AND PDTE GFP LISTING			
Attachment 0013	406TH LBE AND PDTE GFP LISTING			
Attachment 0014	DD 254 SECURITY FORM			
Attachment 0015	RFP FTE TEMPLATE AND BOE			
Attachment 0016	LBE PAM (DRAFT) FOUO OFFEROR MUST REQUEST THIS INFORMATION			
Attachment 0017	PDTE SOP (DRAFT) FOUO OFFEROR MUST REQUEST THIS INFORMATION			
Attachment 0018	PROGRAM WORKLAD DATA FOUO OFFEROR MUST REQUEST THIS INFORMATION			
Attachment 0019	TRAVEL AND ODC SURROGATE VALUES			
Attachment 0020	ILSS 2 CAPABILITIES DOCUMENT			
Attachment 0021	TOTAL CLIN STRUCTURE			
Attachment 0022	RELEVANT CONTRACT HISTORY PP FORM 1			
Attachment 0023	CONTRACT REFERENCES PP FORM 2			
Attachment 0024	AUTHORIZATION LETTER (SAMPLE LANGUAGE) PP FORM 3			
Attachment 0025	PAST PERFORMANCE QUESTIONNAIRE			
Attachment 0026	CONTRACT PARTICIPATION MATRIX			
Attachment 0027	DEINCENTIVIZATION LANGUAGE			
Attachment 0028	STAFFING MATRIX			
Attachment 0029	ILSS 2 SIMILAR EXPERIENCE SUBMISSION			

Name of Offeror or Contractor:

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	SEP/2010
K-2	52.225-20	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION	AUG/2009
K-3	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
K-4	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	JAN/2009
K-5	252.225-7042	AUTHORIZATION TO PERFORM	APR/2003
K-6	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JAN/2011
K-7	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-8	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	MAR/2012

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

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

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

(c)(1) The following representations or certifications in ORCA 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 clause at 52.204-7, Central Contractor Registration.

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

Name of Offeror or Contractor:

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

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, or 2010.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) 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 \$77,494, the provision with its Alternate II applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran--Representation and Certification. This provision applies to all solicitations.

Name of Offeror or Contractor:

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

___ (i) 52.219-22, Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

___ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

___ (iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

___ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

___ (vi) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through *HYPERLINK "https://www.acquisition.gov" <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 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 ORCA.

(End of Provision)

K-9	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATION (APR 2011) -- ALTERNATE I (APR 2011)	APR/2011
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(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561210.

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

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Name of Offeror or Contractor:

(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) Representations.

(1) The offeror represents as part of its offer that it
___ is,
___ is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it
___ is,
___ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it
___ is,
___ is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.] The offeror represents as part of its offer that--

(i) It ___ is,
___ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ___ is,
___ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:]

Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.] The offeror represents as part of its offer that--

(i) It ___ is,
___ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ___ is,
___ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture:]

Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it
___ is,
___ is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.] The offeror represents as part of its offer that is

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Name of Offeror or Contractor:

___ is,
___ is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that

(i) It ___ is,
___ is not is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ___ is,
___ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture:_____.]
Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(9) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

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

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

"Service-disabled veteran-owned small business concern"

(1) Means a small business concern

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"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 (a) of this provision.

"Veteran-owned small business concern" means a small business concern

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any

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publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

K-10 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS MAR/2012
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 ORCA are applicable to this solicitation as indicated:

- (i) 252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country. Applies to all solicitations expected to result in contracts of \$150,000 or more.
- (ii) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.
- (iii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.
- (iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.
- (v) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.
- (vi) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.
- (vii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

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

- ___ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

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___ (ii) 252.225-7000, Buy American Act--Balance of Payments Program Certificate.

___ (iii) 252.225-7020, Trade Agreements Certificate.

___ Use with Alternate I.

___ (iv) 252.225-7022, Trade Agreements Certificate--Inclusion of Iraqi End Products.

___ (v) 252.225-7031, Secondary Arab Boycott of Israel.

___ (vi) 252.225-7035, Buy American Act--Free Trade Agreements--Balance of Payments Program Certificate.

___ Use with Alternate I.

___ Use with Alternate II.

___ Use with Alternate III.

(e) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) Web site at *HYPERLINK "https://www.acquisition.gov/"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 No.	Title	Date	Change

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

(End of provision)

K-11 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS FEB/2012

(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).

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration 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-12	252.209-7999 (DEV 2012- 00004)	REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-00004)	JAN/2012
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(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--

(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	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE (JAN 2004) -- ALTERNATE I (OCT 1997)	OCT/1997
L-2	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-3	52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES -- IDENTIFICATION OF SUBCONTRACT EFFORT	OCT/2009
L-4	52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB/1993
L-5	52.237-1	SITE VISIT	APR/1984
L-6	52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT/1997
L-7	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
L-8	252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-- SUBMISSION WITH OFFER	OCT/2010
L-9	252.234-7001	NOTICE OF EARNED VALUE MANAGEMENT SYSTEM	APR/2008
L-10	52.216-1	TYPE OF CONTRACT	APR/1984

The Government contemplates award of a multiple Cost Plus Fixed Fee/Firm Fixed Price contracts resulting from this solicitation.

(End of Provision)

L-11	52.233-2	SERVICE OF PROTEST	SEP/2006
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(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 to the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Contracting Officer.

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

(End of Provision)

L-12	52.215-20	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA	OCT/2010
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(a) Exceptions from certified cost or pricing data.

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

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

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

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

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

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offerors determination of the prices to be offered in the catalog or marketplace.

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

(1) The offeror shall prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

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

(End of Provision)

L-13 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-14 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-15 952.232-0002 NOTIFICATION OF PAYMENT IN LOCAL CURRENCY (AFGHANISTAN) DEC/2011
(C3)

(a) Pursuant to the authority of US CENT COM FRAGO's 09-1567 aod 10-143 this contract will be awarded in Afghani (local currency) if awarded to a host nation vendor. The contractor will receive payment in local currency via Electronic Funds Transfer to a local (Afghan) banking institution. Contracts/purchase orders shall not be awarded to host nation vendors (Afghan) who do not bank locally. If awarded to other than a host nation vendor, the contract will be awarded in U.S. Dollars. The currency exchange rate will be determined at the official exchange rate posted by the local DoD Finance office on the date of the payment in accordance with the Department of Defense

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Financial Management Regulation.

(b) By exception, the following forms of payment are acceptable when EFT using ITS.gov is determined not available by the local finance office, in order of priority.

- (1) EFT using Limited Depository Account (LDA)
- (2) Check from the local finance office LDA
- (3) Local currency cash payments (must be approved in writing by the local finance office and contracting office prior to contract/purchase order award). Payments in cash are restricted to contracts/purchase orders when the vendor provides proof via a letter from the host nation banking institution that it is not EFT capable and validated by the local finance office that the vendor's banking institution is not EFT capable. Cash payments will be made in Afghani.

(End of clause)

L-16 52.214-4584 HAND-DELIVERED BIDS, QUOTES, OR PROPOSALS JAN/2011
(ACC-RI)

(a) Should you elect to hand-deliver your bid, quote, or proposal, you must enter Rock Island Arsenal via the Moline entrance gate, and proceed to the Visitor Control Center (Building 23) to obtain a security badge/registration. The Visitor Control Center hours of operation are from 6:00 a.m. until 3:30 p.m. CT. Upon arrival, ask the Visitor Control Center attendant to contact the Army Contracting Command, Rock Island Contracting Center, Bid, Quote and Proposal Receiving Area, (309) 782-8046/3218/8691. If there is no answer on either of these extensions, the attendant should call (309) 782-6895 to reach an alternate point of contact. If you use a delivery service, it is your responsibility to ensure they are provided these instructions.

(b) Deliveries made between 3:30 p.m. and 4:00 p.m. CT will be handled by the Police Officer at the Moline entrance gate. The Police Officer will call the Army Contracting Command, Rock Island Contracting Center, Proposal Receiving Area or alternate number provided in the preceding paragraph so a visitor decal can be issued to enter the Arsenal.

(c) Delivery is to be made to Building 60, 2nd Floor, Southwest Bay near the Southwest Elevator, "Bid, Quote, and Proposal Receiving Area", (309)782-8046/3218/8691.

(d) Packages must be delivered between the hours of 8:00 a.m. and 4:00 p.m. CT, Monday through Friday. No packages will be accepted on Federal Holidays.

(e) In the event this solicitation is an Invitation for Bids, reference FAR 52.214-7, "Late Submissions, Modifications, and Withdrawal of Bids". Conversely, if this solicitation is either a Request for Quotations or Request for Proposals, reference FAR 52.215-1, "Instructions to Offerors - Competitive Acquisitions."

(End of provision)

L-17 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 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-18 52.233-4503 AMC-LEVEL PROTEST PROGRAM AUG/2011
(ACC-RI)

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

Name of Offeror or Contractor:

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. The AMC protest decision goal is to resolve protests within 20 working days from filing. 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
4400 Martin Road
Rm: A6SE040.001
Redstone Arsenal, AL 35898-5000
Fax: (256) 450-8840

Packages sent by FedEx or UPS should be addressed to:

Headquarters U.S. Army Materiel Command
Office of Command Counsel
4400 Martin Road
Rm: A6SE040.001
Redstone Arsenal, AL 35898-5000
Fax: (256) 450-8840

The AMC-level protest procedures are found at:

www.amc.army.mil/pa/commandcounsel.asp

If Internet access is not available, contact the Contracting Officer or HQ, AMC Office of Command Counsel at (703) 806-8762 to obtain the AMC-Level Protest Procedures.

(End of provision)

SECTION L: INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1. Program Structure and Objectives. The Government intends to execute a Multiple Award (MA), Indefinite Delivery/Indefinite Quantity (IDIQ) contract for up to four (4) geographic regions: 401st Army Field Support Brigade (AFSB) - South West Asia (SWA); 404th AFSB supporting the Pacific Region (Alaska, Hawaii, and certain areas in CONUS); 405th AFSB - supporting Europe and Africa; and 406th AFSB - supporting the East Region. Each Offeror shall submit proposals only for those regions the Offeror wishes to be awarded. An award will be made using formal source selection procedures with full and open competition in accordance with (IAW) Federal Acquisition Regulation (FAR) 15.1 and the Department of Defense Source Selection Procedures (July 2011). The 404th Region will be reserved as a Small Business Set Aside IAW FAR 19.502-4. This acquisition will be conducted using the modified best value continuum tradeoff process authorized at FAR 15.101-1; therefore, the proposals that are determined to be the most beneficial to the Government given appropriate consideration to the four evaluation factors (Technical, Past Performance, Cost/Price and Small Business Participation 406th Region Only) will be awarded. The Government reserves the right to: limit the competitive range for the purposes of efficiency and to make an award to other than the lowest Offeror. An award will be made to the Offeror(s) whose proposal is determined to provide the best value to the Government. This may result in an award to a higher rated, higher priced Offeror. As such, the Government will make an award to the responsible contractor whose offer conforms to the solicitation and is determined to be the most advantageous to the Government considering price and non-price factors with the importance assigned to each. The Government may award to other than the lowest priced Offeror or other than the highest technically rated Offeror. The Government will evaluate the apparent awardees Organizational Conflict of Interest (OCI) Mitigation Plans as part of the responsibility determination. Apparent awardees found not to be responsible will not receive an award.

L.2. GENERAL INSTRUCTIONS**A. General Information**

1. Point of contact. The Procuring Contracting Officer (PCO) is the sole point of contact for this acquisition.
2. Address any questions or concerns to the PCO.
3. Written requests for clarification may be sent to the PCO via email.
4. Email is the preferred method of communication.

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The PCO for this acquisition is:

Mr. Brett Luchsinger
1 Rock Island Arsenal
ATTN: CCRC-FP, Bldg 62, 3rd Floor
Rock Island, IL 61299-8000
(309) 782-3869
E-mail address: brett.w.luchsinger.civ@mail.mil

B. Proposal Submittal All proposals and related information will be submitted to the Army at the address shown below no later than the date and time specified in the final solicitation or amendments.

US Army Contracting Command
Rock Island Contracting Center
1 Rock Island Arsenal
Bldg 60, 3rd Floor
ATTN: CCRC-FP, Brittany Cecil
Rock Island, IL 61299-8000

1. Should the Offeror elect to hand-deliver any bid, quote, or proposal, the Offeror must enter Rock Island Arsenal via the Rock Island entrance gate, and proceed to the Visitor's Center to obtain a security badge/registration. The Visitor's Center hours of operation are from 6:00 a.m. until 3:30 p.m. CT. Upon arrival, ask the Visitor's Center attendant to contact the Army Contracting Command, Rock Island, Bid, Quote and Proposal Receiving Area, (309) 782-8046/3218/8691. If there is no answer on either of these extensions, the attendant should call (309) 782-6895 to reach an alternate point of contact. If the Offeror uses a delivery service, it is the Offeror's responsibility to ensure they are provided these instructions.

2. Deliveries made between 3:30 p.m. and 4:00 p.m. CT will be handled by the Police Officer at the Rock Island entrance gate. The Police Officer will call the Army Contracting Command, Rock Island, Proposal Receiving Area or alternate number provided in the preceding paragraph so a visitor decal can be issued to enter the Arsenal.

3. Delivery is to be made to Building 60, 2nd Floor, Southwest Bay near the Southwest Elevator, "Bid, Quote, and Proposal Receiving Area", (309)782-3218.

4. Packages must be delivered between the hours of 8:00 a.m. and 4:00 p.m. CT, Monday through Friday. No packages will be accepted on Federal Holidays.

5. In the event this solicitation is an Invitation for Bids, reference FAR 52.214-7, "Late Submissions, Modifications, and Withdrawal of Bids (Nov 1999)". Conversely, if this solicitation is either a Request for Quotations or Request for Proposals, reference FAR 52.215-1, Instructions to Offerors Competitive Acquisitions.

6. The proposal will consist of the following:

a. Volume A - Introductory Folder, Original plus 1 hard copy and 2 copies on CD/DVD, 10 Pages for Executive Summary (See Paragraph 7 exclusions), Due no later than the date and time specified in the final solicitation or amendments.

b. Volume B - Additional Information (EVMS and Business Systems), Original and 1 copy on CD/DVD, No page limit, Due no later than the date and time specified in the final solicitation or amendments.

c. Volume I - Technical, Original plus 2 hard copies and 3 copies on CD/DVD (must be numbered 1 of 3), 30 pages per Region (see Paragraph 7 exclusions), Due no later than the date and time specified in the final solicitation or amendments.

d. Volume II - Past Performance, Original plus 2 hard copies and 4 copies on CD/DVD (must be numbered 1 of 4), 10 pages per Offeror (see Paragraph 7 exclusions), Must be submitted no later than 10 days prior to the date set for receipt of proposals (MUST BE SUBMITTED BEFORE THE RFP CLOSES).

e. Volume III - Cost, Original plus 2 hard copies and 2 copies on CD/DVD (must be numbered 1 of 2), No page limit, Due no later than the date and time specified in the final solicitation or amendments.

Name of Offeror or Contractor:

f. Volume IV - Small Business Participation, Original plus 2 hard copies and 2 copies on CD/DVD (Must be numbered 1 of 2), 30 pages (see Paragraph 7 for exclusions), Due no later than the date and time specified in the final solicitation or amendments.

g. OCI Volume - Organizational Conflict of Interest (OCI) Mitigation Plan, Original plus 2 hard copies and 2 copies on CD/DVD (Must be numbered 1 of 2), 20 pages per Offeror (see Paragraph 7 exclusions.)

C. Proposal Structure

1. This section specifies the format that Offerors shall use in their proposal. The intent is not to unduly restrict the Offerors in the manner in which they will prepare their proposals, but rather to ensure a certain degree of uniformity in the format of the responses for evaluation purposes.

The proposal will include the following volumes:

- a. Volume A Introductory Folder
- b. Volume B Additional Information
- c. Volume I Technical Proposal
- d. Volume II Past Performance
- e. Volume III Cost
- f. Volume IV Small Business Participation (406th Region only)
- g. OCI Volume OCI Mitigation Plan

2. Offerors will submit their proposals as follows:

3. Offerors will submit a complete original plus the number of copies specified above. Electronic CD/DVDs shall be Microsoft Compatible (Word, Excel, Etc.) software. Each of the CD/DVDs must be numbered ____ of ____.

4. The proposal will describe the Offeror's approach to meet the requirements of each regional Performance Work Statement PWS. A statement that the prospective Offeror understands, can, or will comply with each regional PWS, statements paraphrasing the regional PWS parts thereof, and phrases such as, but not limited to, standard procedures will be employed or well known techniques will be used will be considered insufficient.

5. For the purpose of this proposal, the term Offeror includes all team or joint venture arrangements and all major subcontractors.

6. The Government will not reimburse the Offeror for costs incurred in association with the preparation of proposals.

7. Exclusions. Each page will be counted except the following:

- a. Cover pages
- b. Table of contents
- c. List of figures
- d. Glossaries
- e. Tabs/Dividers
- f. Blank pages
- g. Bonding letters
- h. Other items as indicated for each Volume
- i. Teaming Arrangements/Agreements
- j. Letters of Intent
- k. Resumes (Key Positions only)
- l. Letters of Commitment
- m. Equipment/Materials List
- n. RFP Template Basis of Estimate (BOE)
- o. ILSS 2 Similar Experience Submission
- p. Relevant Contract History PP Form 1
- q. Contract References PP Form 2
- r. Authorization Letter (Sample Language) PP Form 3

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s. Past Performance Questionnaire

8. Each proposal will reference the corresponding regional PWS paragraph numbers in parenthesis when applicable.

L.3. PROPOSAL SUBMISSION INFORMATION All information pertaining to a particular volume will be confined to that volume. For example, all Technical information will appear in Volume I; no Cost information will be presented except in Volume III, etc.

A. Standard Proposal Instructions All proposal Volumes must:

1. Include a cover, title page, a table of contents, and proposal information. All Factor and Subfactor narratives will be separately tabbed and clearly identified.

2. Provide a list of Tables and Figures for each Volume.

3. Provide a Glossary of Abbreviations and Acronyms for each Volume.

4. At a minimum, all cover sheets will contain the following information:

a. Proposal to Solicitation: W52P1J-12-R-0004

b. Volume Number and Title

c. Name and Address of Offeror

d. Identification of either Original or Copy # ___ of ___ with individual copies identified sequentially

e. Date of Submission

f. Point of Contact and Phone Number

5. Each Volume will be submitted in a 3-ring binder. No classified material will appear within the proposal.

6. Offerors will use 8-1/2x11 inch plain white paper using Times New Roman font with a font size no smaller than ten point. Each page is defined as one sheet, one-side.

7. Excess pages may be removed from the back of each volume and may not be read or evaluated. Sheets 11x17 inches may only be used for purposes of submitting foldout charts and are part of the page limitation and will count for two pages

8. Line spacing and font requirements apply to bullets and other special text formatting, except for tables and graphic displays, which can be single-spaced. Line spacing greater than single-spacing is at the Offerors discretion, keeping in mind there are page limitations that apply. Graphic font will be no smaller than ten point.

9. Headers will be in the top margin and contain the name of the Offeror on the left edge on all Volumes and the solicitation number on the right edge. Footers will be in the bottom margin and contain the date of the proposal on the left edge and the page number on the right edge. Each volume will contain pages that are consecutively numbered. The top and bottom borders of each page must be at least one inch for each, and left and right margins must be at least 3/4 inch each.

10. Foldouts:

a. Foldout pages may only be used for large tables, charts, graphs, diagrams, and schematics.

b. Foldout pages may not be used for pages of text.

c. Legible tables, charts, graphs, diagrams, schematics, and figures will be used wherever practical to depict organizations, systems and layout, implementation schedules, design drawings, plans, etc.

Name of Offeror or Contractor:

- d. These displays will be uncomplicated, legible, and will not exceed 11x17 inches in size.
- e. Each printed side of a foldout will count as two pages.
- f. For tables, charts, graphs and figures, the font will be no smaller than ten point.
- g. Foldout pages will fold so that Government personnel can read and evaluate them without removal from proposal binder.
- h. Foldout pages will fold entirely within the volume.

B. Volume A - Introductory Folder

1. Within the Introductory Folder, the Executive Summary is limited to 10 pages; there is no page limit for the balance of the items in this folder.
2. Introductory Folder Proposal Overview Documentation (prepared in accordance with Standard Proposal Instructions at paragraph L.3.A.):
 - a. Executive Summary.
 - b. Teaming Arrangements and/or Letters of Intent
 - c. Completed and signed Solicitation and any Amendments.

C. Executive Summary The Executive Summary, limited to 10 pages, is a concise narrative summary of the entire proposal, including significant risks, and a highlight of any key or unique features, excluding price. The salient features should tie in to the Section M evaluation criteria. Any summary material presented here will not be considered as meeting the requirements for any portions of other proposal volumes. The Offeror will, at a minimum, provide an overview of its proposal, its teaming/subcontracting/partnering/joint venture arrangements (if applicable), and accurately summarize all parts of the proposal except the Cost Volume.

D. Teaming Arrangement and/or Letters of Intent In order to present an understanding of the Offerors business structure, provide all Teaming Arrangements, Letters of Intent, teaming agreements, or other such commitments for first level subcontractors or other team members (not included in the page count).

E. Solicitation Completed and signed copy of the first page of the offer including Sections A-K and any Amendments.

NOTE: This is not included in the page count

F. Volume B - Additional Information

1. Business Systems: The Contracting Officer will review the Offeror's business systems status for determining contractor responsibility. This information will not be an evaluated source selection factor. Offerors shall provide a table that includes all of the following information: Business System, DCAA Status, DCMA Status, for the following business systems: accounting, billing (internal controls), estimating, budget and financial control, purchasing, quality assurance, and property control systems and EVMS (or a plan to obtain EVMS). Data provided in the table shall be supported with evidence of letters and other documentation from DCAA and DCMA. (Not included in the page count).

2. Earned Value Management System (EVMS) - submit the Government POC (name and phone number) for the EVMS. This information will be used as part of the determination of responsibility only. The Offeror shall also state any advance agreement from a DCMA ACO (or DCMA Contracting Officer) or a Tri-Service Agreement. An acceptance letter or advanced agreement from DCMA or Tri-Service Agreement is the only acceptable document that will satisfy the DFARS requirement for a compliant EVMS. If this information is not available, or if a company EVMS is not in compliance, the Offeror shall submit a comprehensive plan for compliance in accordance with the guidelines in ANSI/EIA-748, for review and approval prior to award (FAR 34.201(e), DFARS 234.201(1)(ii), and DFARS PGI 234.201(2)) for the Offerors

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work and all subcontractor / vendor work expected to meet these requirement thresholds. EVMS submission does not have any page limitations. If the successful Offeror has an advance agreement or Tri-Service agreement, or once it is obtained, the Offeror must have the EVMS system successfully implemented at the site of each regional task order execution within 16 months after award and able to demonstrate such. If the Offeror is the awardee of a regional task order and does not have an EVMS system in place, a plan shall be in place and approved by DCMA within the 16 months as mentioned above.

L.4. VOLUME I TECHNICAL PROPOSAL

A. TECHNICAL PROPOSAL ORGANIZATION (Prepared in accordance with Standard Proposal Instructions at paragraph L.3.A.):

- Subfactor 1 Technical Execution Plan
- Subfactor 2 Transition-in Plan
- Subfactor 3 Experience

B. Page Count: Technical proposals are limited to 30 pages per Region. Regions are listed below. Add page break/divider between Regional proposals (not included in the page count).

<u>AFSB</u>	<u>Location / Regions</u>	<u>Page Count</u>
401st AFSB	Afghanistan	30 Pages
404th AFSB	Pacific Region	30 Pages
405th AFSB	Europe Command and United States Army Europe (USAREUR) / United States Africa Command (AFRICOM)	30 Pages
406th AFSB	Eastern Region	30 Pages

C. Technical Subfactors: In Volume I, the Technical Proposal will address all Subfactors and will cover the Offerors understanding of specific areas in each regional PWS (Section J, Attachments 0002, 0004, 0006, and 0008) that are identified in the evaluation Subfactors. Each Regional Technical Proposal shall include the Offerors approach to execute ILSS-2 requirements comprised of three Subfactors:

1. Subfactor 1 Technical Execution Plan. Evaluate the Offerors understanding of and ability to execute all functional area requirements described in the regional performance work statement (PWS). The Offerors technical approach should address each functional area, including:

a. A high degree of thoroughness in explaining the concept of ILSS-2 as it relates to all of the following functional areas of the requirement:

i. Property accountability / asset visibility The Offeror must clearly demonstrate comprehensive, synchronous procedures for the receipt, store, issue, operation, tracking, and reporting of tactical and non-tactical equipment under its control; adequacy of the Offerors proposed internal controls guarding against the misidentification, mishandling, misuse, loss, damage or destruction of property. The proposal will identify applicable regulations, SOPs and STAMIS/AIS pertinent to meeting these requirements. Additionally, Offerors must demonstrate proper, correct use of required STAMIS as directly applicable to its technical execution plan.

ii. Field & sustainment level maintenance Field level focused on operator level maintenance as outlined in the applicable Technical Manual -10 manual (i.e. M998 TM-9-2320-280-10 outlines the operator tasks); and sustainment level (-20/-30) for specific sites identified in the regional PWS. The proposal will identify applicable regulations, SOPs and STAMIS/AIS pertinent to accomplishing these requirements. Additionally, the Offeror must patently demonstrate readiness and maintenance management capabilities and methodologies.

iii. Flexible Labor Force Specifically the Offerors ability and willingness to ensure right-sizing of its staffing during temporary surges in effort and during periods of protracted reductions in workload to include a plan with timeline.

iv. Data Management & Delivery The Offeror will establish and maintain an enterprise level Microsoft SharePoint portal and

Name of Offeror or Contractor:

provide descriptive procedures to accomplish the requirements identified in the applicable regional PWS.

b. Validation of Labor The Offeror will provide a complete and accurate 'validation of labor' worksheet listing all proposed and priced employees by category, quantity proposed for each requirement (or effort, i.e. LBE, TPE), by region and site, along with a narrative and Basis of Estimate (BOE) detailing the staffing determination rationale including assumptions, if any, by providing a separate document in Microsoft Word 2007. The Validation of Labor must include the Offerors Service Contract Act (SCA) identified labor categories and the Offerors rationale or SCA determinations (pricing or wage determination should not be included in this submission). A blank copy of Attachment 0015 "RFP FTE Template and BOE" has been provided for this requirement and must be used; Offerors may add positions as required. Offerors are required to provide management and other appropriate positions as firm-fixed price (FFP). Offerors are encouraged to only include positions that would benefit the Government as FFP. Positions expected to charge for or otherwise be eligible for overtime are not to be considered for inclusion as FFP.

Some of the positions that may be considered for FFP include:

- i. Program Manager
- ii. Logistics Analyst
- iii. Master Supply Technician
- iv. Readiness/Fleet Manager
- v. Operations Manager
- vi. Senior Logistics Planner
- vii. Safety and Occupational Health Compliance Specialist

c. Staffing The proposal will describe the Offerors qualification and hiring criteria for its proposed FFP personnel (i.e., military experience, civilian experience, STAMIS experience, etc.). Additionally, the Offeror will address how it will fill vacancies to include estimated lead time for hiring actions.

d. A comprehensive and accurate listing of assumptions and constraints along with any anticipated impact(s) on the program(s). Areas that must be addressed (list is not all inclusive and is in no particular order):

- i. Property accountability
- ii. Maintenance
- iii. Government furnished equipment (GFE)
- iv. Staffing
- v. Resource scheduling
- vi. Employee training (including licensing, other qualifications)
- vii. Cost / price control
- viii. Data management
- ix. Transition

2. Subfactor 2 Transition-in Plan. The Government will evaluate transition-in plan proposals on an Acceptable / Unacceptable basis utilizing the following criteria:

a. Transition-In: Upon commencement of the contract, the Offeror will conduct a minimum of a 15 day and not greater than 90 day transition with outgoing contractor. The incoming contractor will ensure proper procedures are identified mitigating disruptions during transition. At a minimum, the following areas will be addressed in the contractor transition-in plan:

- i. Hiring qualified incumbent workforce
- ii. Property accountability and property book transfer
- iii. Maintenance procedures
- iv. Vehicle / equipment training and operator licensing
- v. Key leader orientation
- vi. Daily after action review documenting progress
- vii. GFE inventory and handover
- viii. Leased equipment requirements
- ix. Common Access Cards and Contractor issued badges
- x. Other training
- xi. Security clearance vetting

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3. Subfactor 3 Experience. The Government will evaluate the Offerors proposal and experience submission(s) (Offerors must use Attachment 0028 ILSS 2 Similar Experience Submission in addition to a brief description in the proposal) to determine the following:

OFFERORS MUST PROVIDE COMPLETE CONTRACT INFORMATION ON THE EXPERIENCE ATTACHMENT FOR EACH EXAMPLE TO BE CONSIDERED AND REFERENCE THE CONTRACT WITHIN ITS PROPOSAL AS REQUIRED. FAILURE TO PROVIDE EITHER CONTRACT DETAIL OR TO CLEARLY REFERENCE THE EFFORT WILL RESULT IN AN UNACCEPTABLE RATING. SEE INSTRUCTIONS AT THE END OF SECTION L.

- a. The Offeror demonstrates a minimum of two years experience in all ILSS-2 functional areas in accordance with the applicable Regional PWS requirements. The proposal will describe comparable experiences in providing the types of services applicable to ILSS-2 to include the contract number, site, period of performance and size of effort. Not all functional categories need to be addressed by a single contract. The contracts identified shall demonstrate the organizations performance or responsibility for performance of the functional categories as stated in section C.1.a.
- b. Demonstration of experience in the ability to control cost and schedule, and to identify problems or potential problems in a timely manner in the performance of the contract / task.
- c. At a minimum, the proposal will identify relevant management experience (including logistics & corporate-level experience) and identify the extent to which the management experience relates to the current requirement.
- d. Offerors will provide clear, definitive and verifiable examples in which it has voluntarily adjusted staffing (increased and/or decreased) in order to better meet effort / requirements in the previous three (3) years.

EXPERIENCE SUBMISSION INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

For each identified contract, provide the following (this information should be provided in table format using template provided as Attachment 0029 ILSS 2 Similar Experience Submission):

- 1) Contract number.
- 2) Contract name.
- 3) Contract type(s).
- 4) Contract period of performance.
- 5) Contracting vehicle (e.g. FIRST, GMASS, ILSS, GSA, etc.)
- 6) Customer agency (i.e. Army, other DoD, other Federal Agency (i.e. Department of State , Foreign Government)).
- 7) Total dollar value of contract that ILSS-2 Offeror (to include team members, major subcontractors or joint venture members) was responsible; including services and equipment provided.
- 8) Total dollar value of services and equipment for each contract year.
- 9) Firm identified as the prime contractor, i.e. legal entity awarded the contract, and cage code. Identify the ILSS-2 Offerors (to include single firms, team (including major subcontractor) members or joint venture members) role/status on contract (prime or subcontractor).
- 10) Place(s) of Performance.
- 11) Security Level(s).
- 12) Summary of the contract (include depth and breadth of the work performed to include type of services performed that are applicable to each ILSS-2 related functional area.)
- 13) Customer points of contact (i.e. the program/project manager/requirement generator), name, title, phone number, and e-mail address. The Government will only contact designated points of contact to verify information provided above.
- 14) Customer points of contact (i.e. contracting officer/contracting officer's representative), name, title, phone number, and e-mail address. The Government will only contact designated points of contact to verify information provided above.

L.5. VOLUME II PAST PERFORMANCE PROPOSAL.

A. Past Performance Proposal Organization (prepared in accordance with standard proposal instructions at paragraph L.3.A):

1. Past Performance Summary

Name of Offeror or Contractor:

2. Relevant Contract History, PP Form 1 (Section J, Attachment 0022)

3. Contract References, PP Form 2 (Section J, Attachment 0023)

4. Authorization Letter (Sample Language), PP Form 3 (Section J, Attachment 0024)

5. Past Performance Questionnaire (Section J, Attachment 0025)

B. Page Count: Volume II is limited to 10 pages exclusive of the Past Performance Questionnaires and Client Authorization Letters. Each Offeror is authorized to submit only one Past Performance Proposal, even if the Offeror is proposing on multiple Regions.

C. Past Performance Information:

1. Past Performance Summary. Describe the role of each Offeror and its major subcontractor(s) that will potentially perform on the ILSS-2 contracts. A major subcontractor is an entity considered to be performing at least 25 percent of the proposed effort based on the total proposed dollars, or those that perform aspects of the effort that the Offeror determines critical to overall successful performance. Also, separately list, by company name, all entities that will perform a critical function but will be less than 25 percent of the proposed effort and identify the proposed critical function. In addition, recent, relevant past performance will be used as an indicator of the Offerors ability to perform the contract successfully. Contracts that are relevant must also be recent (within three years of the issue date of the RFP) to be considered.

Recent contracts are those that:

- a. Were awarded or commenced performance within three years prior to the issue date of this solicitation; or
- b. Were awarded or commenced performance more than three years ago, but were completed within one year of the issue date of this solicitation; or
- c. Are on-going contracts/projects; or
- d. For joint ventures/teaming arrangements, where the proposed managing partner was also the managing partner in another joint venture/teaming arrangement meeting the 3-year requirements in 1 (a-c) in this section.

Relevant contracts are those contracts:

- a. For the same or similar services based on size, scope, complexity, and contract type;
- b. Include multiple on-going efforts in the areas of (1) Property Accountability, (2) Relevant logistics related to the regional PWS and/or (3) Operations; (4) Property Book Unit Supply Enhanced (PBUSE) related efforts;

2. Submit relevant contract history form (Past Performance (PP) Form 1, Attachment 0022) for all relevant Government and commercial contracts performed by the proposed prime Offeror and its major subcontractor(s). Relevant contracts are those contracts for the same or similar services based on size, scope, complexity, and contract type.

- a. The number of past efforts submitted will be limited to six for the prime Offeror and three for each major subcontractor.

3. Submit the Contract References Form (PP Form 2, Attachment 0023). A maximum of six (6) forms (one per contract) for the prime Offeror and three (3) for each major subcontractor may be submitted on relevant contracts.

4. For each Past Performance submission, identify those persons/customers most knowledgeable about contract performance. For Government contracts, provide current information for the Government point of contact. For commercial contracts, provide points of contact for persons/customers most knowledgeable about contract performance. Any additional customers that have in-depth knowledge of the contract may be added. Email addresses are required for each point of contact. Verify the accuracy of current email addresses prior to submission.

- a. How the identified contracts relate to the ILSS-2 regional PWS. (In those cases where only a portion of the effort is relevant

Name of Offeror or Contractor:

to the current requirement, identify how those portions of the contracts are relevant to the immediate acquisition.)

b. Describe the rationale supporting the assertion of relevance of the submitted contracts.

c. Meeting Schedules - Include challenges with regard to contract delivery schedule; instances of rapid expansion of requirements on a contract or simultaneous contracts/task orders; impact to schedule; successful and unsuccessful innovations to meet schedule; and other relevant schedule information.

d. Cost Control - For cost type contracts, identify if final costs were at or under the negotiated costs; subcontract controls employed; subcontract costs tracked and paid timely (if not, explain circumstances); and other relevant cost control techniques and information.

e. Management Oversight - Include the number of additional personnel recruited to perform the contract, how long were they employed; if the contract required rapid deployment (how many deployed, how quickly); country of contract performance; any host country legal/regulatory violations or challenges; the number of subcontractors on the contract, subcontract management performance; identify which contracts had rapid expansion of requirements, ability to meet the expansion; how timely technical/cost revisions to quick requirements changes were effected and other relevant management oversight information.

f. Overall Performance of the Contract. Clearly demonstrate management actions employed in overcoming problems/corrective actions and the impact of those actions in terms of improvements achieved or problems rectified or outcomes in general. This may include a description of the nature of the problem, a discussion of efforts accomplished by the Offeror (or applicable teaming partner) to resolve problems encountered on prior contracts, as well as past efforts to identify and manage program risk. For example, submit quality performance indicators or other management indicators that clearly support that an Offeror, or applicable teaming partner, has overcome past problems.

g. History of organizational structure change. Many companies have acquired, been acquired by, or otherwise merged with companies, and/or reorganized their divisions, business groups, subsidiary companies, etc. As a result, it is sometimes difficult to determine what past performance is relevant to this acquisition. To facilitate this relevancy determination, include a roadmap describing all such changes in the organization of the Offer's company that bear on the relevant contracts the Offeror identifies. As part of this explanation, show how these changes impact the relevance of any efforts the Offeror identifies for past performance evaluation.

Note: Offerors are cautioned that the Government may use data provided by the prime contractor, as well as data obtained from other sources, in the evaluation of Present/Past Performance.

5. The Government will send the Past Performance Questionnaire (Attachment 0025) to the respondents listed by the Offeror on the Relevant Contract History Form (Attachment 0022), who will subsequently be requested to submit information to the Government no later than 14 days after Government issuance of the Questionnaire.

6. Provide an Authorization Letter for the prime Offeror and all major subcontractors clients (sample format included as PP Form 3, Attachment 0024). The Authorization letter allows the release of past performance information to the Government. Past performance information concerning subcontractors and teaming partners cannot be disclosed to a private party without the subcontractors or teaming partners consent. In addition, because a prime contractor is a private party, the Government will also need consent from teaming partners and subcontractors before disclosing teaming partner or subcontractor past performance information to the prime. Consent letters are evaluated only to the extent that they are complete and present for each teaming partner, and/or joint venture partner that submitted past performance information in the proposal. Consent letters are to be submitted with Teaming Arrangements and/or Letters of Intent in the Introductory Folder (see L.3.D.)

7. Relevant Contract History Forms (PP Form 1, Attachment 0022), Contract Reference Forms (PP Form 2, Attachment 0023), and Authorization Letters (PP Form 3, Attachment 0024) are requested to be submitted no later than 10 days prior to the date set for receipt of proposals.

8. The Offeror is responsible for providing a list of the proposed respondents to the contracting officer no later than the proposal due date. Upon receipt of relevant contract history and contract reference forms, the Government will send past performance questionnaires to the references listed by the Offeror; references will subsequently be requested to submit information directly to the Government to be received no later than 2 weeks after issuance.

NOTE: Sources available to the Government, other than the Offerors proposal, may be used to evaluate past performance. Sources such as, but not limited to, contracting and pre-award offices at other Government and / or Military locations may be used to gather information. The Government has the right to consider information regarding contractor performance up to the date of award.

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L.6. VOLUME III COST/PRICE PROPOSAL

A. Cost Proposal Organization (Prepared in accordance with Standard Proposal Instructions at paragraph L.3.A.):

1. Assumptions and Rationale
2. Cost Proposal

B. Page Count: Volume III has no page limits.

C. General Instructions:

1. Volume III shall contain cost proposal information. Include a copy of the schedule only for the region(s) the Offerors are proposing on located in Section B (CLINs and Sub-CLINs) and Attachments: 0003(401st Section B - Pricing Matrix), 0005(404th Section B - Pricing Matrix, 0007(405th Section B - Pricing Matrix) and 0009(406th Section B - Pricing Matrix) of the solicitation for all years, to include supporting documentation.
2. Provide all pricing assumptions and associated rationale.
3. Both hard copies and electronic copies of the proposal will be required. Two CD copies of the cost proposal are required: one CD shall be provided to the Contracting Officer with the proposal submission. Include the name and local DCAA office address within the Cost/Price Proposal. Electronic proposals may be utilized to compute the impact of any most probable cost adjustments by the Government
4. The electronic cost proposals and the supporting exhibits and spreadsheets shall be submitted in Microsoft compatible formats, i.e., Excel. The electronic version of the cost proposal shall contain working formulas/algorithms and shall be in the same format as the hard copy of the cost proposal.
5. Major subcontractors (or joint venture partners, teaming arrangement partners, and affiliated divisions/subsidiaries, etc.), for the purposes of the cost proposal, are those companies with proposals of \$700,000 or more in a single year.
6. All costs and expenditure profiles for this acquisition shall be stated in U.S. dollars.
7. The cost proposed must be consistent with the Offerors Technical Volume. A consistency between the Offerors Cost and Technical Volumes reflects on the Offerors ability to perform the effort required by the regional PWS for the amount proposed. Any significant inconsistencies if unexplained, raises a fundamental question as to the Offerors inherent understanding of the work required and its ability to perform the contract.
8. A proposal is presumed to represent the Offerors best efforts to respond to the solicitation. Any inconsistency, whether real or apparent, between promised performance and cost shall be explained in the proposal. For example, if the use of new and innovative techniques is intended, the impact on cost shall 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.
9. The Original hard copy of each volume will take precedence over all additional hard copies and all electronic copies.
10. All subcontractor proposals shall be submitted with the prime contractor proposals. Any subcontractor proposal which is received separately from the prime contractor proposal will not be considered and will be destroyed.

D. Specific Instructions:

Name of Offeror or Contractor:

1. Cost Proposal. Offerors shall provide a price proposal prepared in accordance with:
 - a. FAR 15.403-5, Instructions for Submission of Cost or Pricing Data or Information Other Than Cost or Pricing Data
 - b. Table 15-2 at FAR 15.408, Instructions for Submitting Cost/Price Proposals When Cost or Pricing Data Are Required;
 - c. Section C of the RFP; and
 - d. The format for detailed staffing by site and functional area to include both total hours and associated Full Time Equivalents (FTE) in support for the direct labor being proposed. This is required for the prime and all subcontracted labor. This staffing matrix should mirror the staffing detailed within the technical solution. (Reference Section J, Attachment 0028)
2. Cost Proposal Details.
 - a. The proposed costs shall be included for all CLINs (and all Sub-CLINs) for transition period, base period, and option periods IAW Section L, paragraph L.6, part C, bullet 1.
 - b. Defense Base Act (DBA) insurance. The Defense Base Act requires contractors to provide insurance coverage for all employees working on a military base outside the United States. All contractors will be required to demonstrate that all employees, subcontractor personnel, joint venture personnel, teaming arrangement personnel, and affiliated division/subsidiary personnel to whom this applies are covered. In addition, contractors and major subcontractors, joint venture partners, teaming arrangement partners, and affiliated divisions/subsidiaries with proposals over \$700,000 in a single year must specify how DBA insurance is charged (direct or indirect) and what DBA insurance rate is used. (The current requirements for the Defense Base Act applies for regional in Afghanistan, Kuwait and Iraq, and within Europe Command and USAREUR Region).
 - c. Any escalation in option year pricing shall be identified.
 - d. The Offeror will identify the number of productive and non-productive hours. Nonproductive hours are defined as hours expended for non-work time such as vacation, holiday, sick leave, and other personal leave. The Offeror should state the number of hours for each of these elements. The Offeror should explain how the nonproductive hours will be accumulated and charged.
 - e. Any cost data submitted for sample task for the 405th Europe Command and USAREUR / AFRICOM Region only are for evaluation purposes only. Offerors shall include all costs proposed to execute their proposed solution to the sample task
 - f. Additional Compensation Supporting Data. The following supporting data shall be included in an appropriately referenced supporting narrative:
 - i. Pay Differential. If it is the Offeror's policy to pay its employees a differential due to work conditions (i.e., swing, evening and early morning shifts, location, etc.), such differential shall be identified in the cost estimate and explained with text and figures. Estimates should be prepared using State Department guidelines for any premium type pay attributed to conditions such as location, etc.
 - ii. Rest and Recuperation (R&R). Identify in the proposal and explain any proposed R&R costs in both text and figures.
 - iii. Retention Bonuses/Payments. Identify and explain in the proposal any proposed retention type bonuses/payments in both text and figures.
3. Cost Proposal - Offerors and all major subcontractors are required to provide cost information for ILSS-2s requirements. All major subcontractors, defined as any proposal over \$700,000 for one year, are required to submit cost and pricing data. Within the subcontractors proposal, the subcontractors shall identify on the first page which prime contractor they are subcontracting for and must submit their information in a timely manner, otherwise, it will be considered late and will not be reviewed. The prime contractors also must insure that their subcontractors submit their information timely and all the calculations that pull forward to the primes proposal are consistent with the subcontractor overall proposed price, along with identifying supporting data and explanations. The Offerors are responsible for ensuring that the proposals of these other entities conform to the same criteria including supporting data and explanations.
 - a. Cost Proposal Instructions. The Offeror shall prepare the Cost Proposal in accordance with FAR 15.408, Table 15-2 (Instructions for Submitting Cost Proposals When Cost or Pricing Data Are Required). Offerors shall expand the cost detail to encompass the specific level necessary for the regional PWS costs and associated sites. Instructions for completing the cost proposal are given below.

Name of Offeror or Contractor:

b. Cost Proposal. An overall Cost Summary of each Regional Task Order will be provided in this section which summarizes the transition period, base period, option period one (1) and option period two (2) overall proposed price for each Task Order. The Government will review all of the regional Task Order prices individually. The Total Price for each Regional Task Order and subsequent Regional Task Order prices will be evaluated and the Government will award each Task Order individually to whichever Offeror is the overall best value to the Government for that regional task order. Therefore, there could be up to 4 Regional Task Order awards. The Government will look at the Cost Factor for each Regional Task Order.

c. Cost Summaries.

i. Regional level - Grand Summary for all CLINs by cost element for the specific region.

ii. Site level - Cost summary for each CLIN summarizing the proposed cost by cost element and by year (transition period and base period, option period one, and option period two). Costs shall be traceable to the total proposed cost shown on the regional level Grand Summary.

iii. Direct Labor Costs. Direct Labor Costs shall be detailed by CLIN, SubCLIN, and regional PWS functional areas. The prime contractor and each major subcontractor shall provide detailed direct labor costs contained in their proposal and associated supporting documentation. The totals for direct labor should feed into the Direct Labor amount on the corresponding site level summary. Direct labor costs should be supported by, at a minimum, calculations and factors used to develop Direct Labor costs including headcount, labor hours, and labor rates by labor category. Labor hours should be separated between regular hours and overtime hours. The basis for labor rates must be explained. Any labor uplifts included in direct labor costs must be identified. The number of productive and nonproductive hours per person per year must be identified. Nonproductive hours are defined as hours for non-work time such as vacation, holiday, sick leave, and other personal leave; state the number of hours for each of these elements. The Offerors must explain how the nonproductive hours will be accumulated and charged (direct or indirect).

iv. Subcontract Costs. Subcontract Costs shall be detailed by CLIN, SubCLIN, and regional PWS functional area. The prime contractor and each major subcontractor must provide details for the subcontract costs contained in their proposal and associated supporting documentation. The totals for subcontract costs should feed into the subcontract amount on the corresponding site level summary. Subcontract costs should be supported by, at a minimum, the following information: item descriptions, source (subcontractor), basis for source selection, cost or price reasonableness determinations, quantities, unit costs, tax (if applicable), and the total item costs. If the subcontract was not awarded based on adequate competition then detailed cost/pricing data is required for any subcontract totaling over \$700,000 in any given year.

v. Other Direct Costs (ODC) and Travel. Other Direct Costs and travel, at the region level, are provided by the government as surrogate numbers for evaluation purposes (Reference Section J, Attachment 0019 - Travel and ODC Surrogate Values). The Offeror will need to allocate these amounts into the various sites for the 404th Region and 406th Region based on their own proposal assumptions. The totals for other direct costs and travel should feed into the ODC and travel amounts on the corresponding site level summary.

vi. Summary of Indirect Rates. An indirect rate table should be used to identify the Indirect Rates used in the Cost Proposal. The prime contractor and each major subcontractor must provide a summary of indirect rates used within their cost proposal. The indirect rate table must include the following information: Fringe rates, Labor Overhead rates, Other Overhead rates, and all Other Indirect rates and factors. All indirect rates and factors shall be supported by calculations. The components of the calculations must be broken down into the individual elements that comprise them. These elements must be fully explained, including how the amounts were computed both in text and figures.

vii. Cost Proposal General & Administrative (G&A) Expense. An explanation of the base and rate used to compute the amount proposed shall be provided. The details of each individual cost pool shall be provided. In addition, any services that are provided to the contract through G&A shall be listed and explained.

NOTE: For each CLIN and SubCLIN, each element of cost shall be documented completely to show the basis and rationale used in arriving at the amount proposed.

4. The cost proposal shall be supported with verifiable facts, figures, and bases of estimates in accordance with instructions at FAR 15-2. This is also applicable to all subcontracts.

5. The following data shall be provided for all prime and subcontractor proposals in excess of \$700,000. The requested data shall be presented in a manner that will allow evaluation of proposed expenses.

a. Indirect Expense Rates:

Name of Offeror or Contractor:

- i. Budgetary data for CY2012 and CY2013
- ii. Year to date data for CY2011
- iii. Incurred cost data for CY2009 and CY2010

The expense pool and cost base data shall be provided in an Excel file with notes supporting the development of the rates.

b. Direct Labor rates: Basis of labor rates proposed, to include, if applicable, current payroll records, wage surveys, SCA wage determinations.

c. Material: Priced Bill of Material in Excel format, to include basis of estimate, i.e., competitive quotes, catalog prices, history, etc.

d. Subcontracts: Basis of selection and, if not competitive and over \$700,000, cost data as described in paragraphs 1. 2. and 3. above.

e. Financial Capability Analysis. The Offeror shall provide their last three years of financial documents for Government review and analysis as follows:

i. The Offeror shall provide, for itself and its major subcontractors, financial information sufficient to allow the Government to make a determination as to the company's financial condition. The following list is to be used as a guideline; however deviation from the format specified below will not be considered grounds for disqualification from the competition so long as the information provided constitutes a reasonable substitute:

a. The most recent three years of financial statements (preferably audited) or SF 1407. Note the submission of unaudited financial statements will delay the evaluation process. The Government reserves the right to audit all unaudited financial statements.

b. Financial statements should include, at a minimum, the following for each company:

1. Balance Sheet
2. Income Statement
3. Statement of Cash Flows
4. Footnotes to the Financial Statements
5. Copy of the Certified Public Accountants Opinion Regarding the Financial Statements Submitted
6. Copy of the current Annual Report if available.

f. Any additional information provided in the Offeror's (including prime and/or major subcontractors) submission package will be considered. Examples of other information include: current part year financial statements, current open credit lines, and pro forma financial statements for future years. This information will be used to evaluate the Offeror's financial capabilities.

g. Financial statements should pertain to the business units that will actually be performing the work.

h. If the company to be performing the work is a division of a parent company where the parent company is financially responsible for the operations of the division, audited financial statements for the parent company will suffice. In this case, the company should provide legal documentation to support the existence of such a relationship.

i. If the company to be performing the work is a subsidiary of a parent company where the parent company is not financially responsible for the operations of the subsidiary, audited financial statements of a parent company are generally not a sufficient substitute unless the following condition exists:

i. If the company obtains and furnishes to the Contracting Officer a written supplement to the CPA firm's existing statement regarding the parent company's financial statements, this supplement should clearly state that an independent auditor has reviewed the subsidiary's or division's financial statements as submitted in response to this RFP and has found the subsidiary/division to be an accurate representation of that business unit's financial condition as of the date of those statements.

ii. If the company to be performing the work is a joint venture, Limited Liability Company, or similar type of entity, the company should submit the financial statements of all the participating firms. This includes any financial statements, pro forma or otherwise, that exist for the performing entity. The company should also submit legal documentation clearly disclosing the conditions of the business arrangement and the attendant financial terms.

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j. The methods of evaluation noted above may include the use of information from sources such as, but not limited to, the Defense Contract Audit Agency (DCAA) and the Defense Contract Management Agency (DCMA).

E. Also need to provide:

1. **Business Systems:** Please list in a table format and provide the status of current business system in regards to DCAA audits. For example: Please state if it is Adequate (Date it was determined Adequate and supporting information or back up letter from DCAA or DCMA stated the Adequacy for that particular system. (The Government understands that some of this information is also requested in Volume B: Additional Information)

2. Organization - Provide companys information.

3. Accounting System - State companys current rating and provide back stated above.

4. Billing Systems - State companys current rating and provide back stated above.

5. Estimating System - State companys current rating and provide back stated above.

6. Labor Systems - State companys current rating and provide back stated above.

7. Indirect and ODC's - State companys current rating and provide back stated above.

8. General IT Systems - State companys current rating and provide back stated above.

9. Budget and Planning System - State companys current rating and provide back stated above.

10. Compensation System - State companys current rating and provide back stated above.

11. Purchasing System - State companys current rating and provide back stated above.

12. Cost Accounting Standards (CAS) - State companys current rating and provide back stated above.

L.7 VOLUME IV - SMALL BUSINESS PARTICIPATION. (The Small Business Participation will only include the 406th Region-CONUS)

A. Small Business Participation Organization (Prepared in accordance with Standard Proposal Instructions at paragraph L.3.A.):

B. Page Count: Volume IV is limited to 30 pages.

C. Small Business Participation Information: As required by DFARS 215.304, Small Business Participation is an evaluation factor in this acquisition. Offerors are required to address two areas in their Small Business Participation proposals: (1) Proposed Small Business Participation in performance of the potential contract; and (2) Past Small Business Participation in contract performance (Realism).

1. Proposed Small Business Participation. All Offerors (small, large and foreign) are required to identify the extent to which the following small businesses and Historically Black Colleges, Universities and Minority Institutions (HBCU/MIs) will participate in the contract:

a. Small Businesses (SBs), Veteran-Owned Small Business (VOSB), Service Disabled Veteran-Owned Small Business (SDVOSB), Small Disadvantaged Businesses (SDBs), Women-Owned Small Businesses (WOSBs), Historically Underutilized Business Zone (HUBZone) Small Businesses, hereinafter all referred to as SB; and HBCU/MIs.

b. For small businesses, as identified by the size standard for the North American Industry Classification System (NAICS) Code applicable to this solicitation, the Offeror's own participation as a SB or HBCU/MI shall be identified in the Contract Participation Matrix and will be considered in evaluating small business participation.

c. Contract Participation Matrix (Attachment 0026 in Section J)

Name of Offeror or Contractor:

i. All Offerors shall provide in the Contract Participation Matrix full company name and Commercial and Government Entity Code (CAGE), small business type, product or service description, and the estimated dollar value for each participant that would participate in the proposed contract. The Contract Participation Matrix shall include estimated total SB participation dollars and percentage, estimated total large business participation dollars, estimated total participation dollars, and the estimated total contract value.

ii. All Offerors shall provide a detailed description of the proposed methods used to promote the maximum practicable opportunity for SB to participate in contracting and subcontracting, as prescribed by the Federal Acquisition Regulation (FAR) clause 52.219--8, Utilization of Small Business Concerns.

2. Past Small Business Participation (Realism) Offerors shall provide the following information on relevant contracts performed within the three years prior to the initial solicitation closing date for the same or similar products/services:

a. Small business Offerors shall provide the following information for each relevant contract where FAR clause 52.219-8 applied: the total contract value, the total dollars to small business and the total subcontracting dollars to large business. A small business Offeror shall identify and include its own performance in the documentation.

b. Large business Offerors shall provide the most recent Standard Form (SF) 294, Subcontracting Report for Individual Contracts or Individual Subcontracting Report (ISR) from the Electronic Subcontracting Reporting System (eSRS) for each relevant contract where FAR clause 52.219-9 Small Business Subcontracting Plan applied.

c. If a large business proposes substantially different small business participation than reported on the SF 294/ISR, they must explain how they will accomplish this and/or the reason for the higher/lower proposed level.

d. Large businesses that have not had a contract in the past three years incorporating FAR clause 52.219-9, shall so state.

3. Additional Important Note for Large Businesses ONLY.

a. Separate from Small Business Participation, large business Offerors must also submit a Subcontracting Plan as required by FAR 19.7, (FAR Clause 52.219-9). Large businesses must submit acceptable subcontracting plans to be eligible for award. Subcontracting Plans shall reflect and be consistent with the commitments offered in Small Business Participation.

L.8 OCI VOLUME ORGANIZATIONAL CONFLICT OF INTEREST (OCI) MITIGATION PLAN

A. OCI Mitigation Plan Organization (Prepared in accordance with Standard Proposal Instructions at paragraph L.3.A.):

B. Page Count: OCI Mitigation Plan proposal is limited to 20 pages. Each Offeror is authorized to submit only one OCI Mitigation Plan, even if the Offeror is proposing on multiple Regions.

C. OCI Mitigation Plan Information: All Offerors are required to submit an OCI Mitigation Plan with proposal submission for the ASC ILSS-2 effort. The OCI Mitigation Plan must explain how the Offeror will protect non-public information from unauthorized disclosure. Each Offeror must identify any current or potential OCIs for itself as well as any subcontractors, team members, subsidiaries or affiliates, and provide the Offerors plan to avoid or mitigate any potential or current OCI issues that may arise as a result of serving as an ASC ILSS-2 contractor. The Offeror shall also submit, with its proposal, a blank copy of its proposed Non-Disclosure Agreement IAW Clause 1-H Subparagraph F of this solicitation. To be deemed Acceptable, Offerors proposals must meet the minimum requirements set forth in Section L of the solicitation.

Each OCI Mitigation Plan shall address, at a minimum, the following:

1. Provide an organizational chart which shows the Offerors corporate structure and highlights the elements of the company which will be performing the contract.

2. Demonstrate on the organizational chart whether the elements of the company performing the contract will be isolated from the remainder of the company.

3. Describe how non-public information, whether in hard copy or electronic format, will be stored and destroyed in order to preclude unauthorized transfer of information.

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4. Describe how computer networks and servers will be protected to prevent unauthorized transfer of protected information.
5. Explain the Offerors management reporting chains and address whether the contract effort and decisions related to that effort will be isolated from the remainder of the company.
6. Address whether the organizational element performing the contract will be geographically or physically separated from the remainder of the company.
7. Address what techniques the Offeror will use to avoid or mitigate any perception that it might favor its own products or services in performance of the contract.
8. Address whether management outside the Offerors organizational element performing the contract will have access to key decisions for which the performing element is responsible.
9. Address the use of Non-disclosure Agreements for Offeror personnel, including subcontractors and team members.
10. Address any personnel reassignment restrictions for any personnel who retire or leave the contract for any reason.
11. Describe subcontractor OCI mitigation plans and procedures for the contract.
12. Describe how the Offeror will conduct periodic self-audits of its OCI Mitigation Plan and provide results to the Government.
13. Describe how the Offeror will provide initial and refresher OCI training for all personnel working on the contract. Insure that the initial OCI training is provided prior to contractor personnel access to protected information.

*** END OF NARRATIVE L0001 ***

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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-2	52.215-4586 (ACC-RI)	SECTION M, EVALUATION FACTORS FOR AWARD	OCT/1997

The following are the evaluation factors for award:

Technical

Technical Execution Plan

Transition Plan

Experience

Past Performance

Cost/Price

Small Business Utilization (406th Only)

(End of provision)

(MS6001)

EVALUATION FACTORS AND SUBFACTORS FOR AWARD

M.1. Award Process. An award will be made using formal source selection procedures with full and open competition in accordance with (IAW) Federal Acquisition Regulation (FAR) 15.1, the Army Source Selection Manual (February 26, 2009), and Department of Defense (DOD) Source Selection Procedures. The 404th Region will be reserved as a Small Business Set Aside IAW FAR 19.502-4. This acquisition will be conducted using a modified Best Value Continuum Tradeoff Process authorized at FAR 15.101-1; therefore, the proposal(s) that are determined to be the most beneficial to the Government given appropriate consideration to the four (4) evaluation factors (Technical, Past Performance, Cost/Price and Small Business Participation (406th Region only)) will be awarded. In the responsibility portion of the awards, the Government will also evaluate the Organizational Conflict of Interest (OCI) Mitigation Plan submission. The Government expects to award up to four (4) contracts for Integrated Logistics Support & Services - 2 (ILSS-2): 401st Army Field Support Brigade (AFSB) - South West Asia (SWA) Region; 404th AFSB - located in the Pacific Region (Alaska, Hawaii, and certain areas in CONUS); 405th AFSB - located in Europe and Africa; and 406th AFSB - located in the East Region. The Government reserves the right to limit the competitive range for the purposes of efficiency and to make an award to other than the lowest priced Offeror. Up to four (4) regional task order awards will be made for ILSS-2 to the Offerors whose proposals are determined to provide the best value to the Government, with the 404th Region being awarded to a small business. This may result in awards to higher rated, higher priced Offerors. As such, the Government will make awards to the responsible Offerors whose offer conform to the solicitation and are determined to be the most advantageous to the Government considering cost and non-cost factors with the importance assigned to each; these may not be the lowest cost or highest technically rated proposals. In the event the small business proposal(s) receive(s) an Unacceptable evaluation rating, the Government will request proposals from the Offerors in the competitive range of the remaining full and open ILSS-2 regions. Best value is determined by an integrated assessment of the following:

A. Best Value Evaluation Factors:

1. Volume I - Factor 1 - TECHNICAL

Subfactor 1 - Technical Execution Plan

Subfactor 2 - Transition-in Plan

Subfactor 3 - Experience

2. Volume II - Factor 2 - PAST PERFORMANCE (No Subfactors)

3. Volume III - Factor 3 - COST/PRICE (No Subfactors)

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4. Volume IV - Factor 4 - SMALL BUSINESS PARTICIPATION (406th Region only) (No Subfactors)

The Offerors will also submit an ORGANIZATIONAL CONFLICT OF INTEREST (OCI) MITIGATION PLAN which will be evaluated as part of the responsibility determination.

M.2. Relative Importance. This is a formal source selection with full and open competition, on a modified best value solicitation. The Government will pursue the following two step phased analysis in support of award decision: Phase 1: Offerors' Technical proposal will be evaluated on an Acceptable/Unacceptable basis and Past Performance will be evaluated using Adjectival ratings. Technical and Past Performance will be requested separately and evaluated concurrently. Only Offerors that receive an 'Acceptable' in the Technical Factor and an adjectival rating of 'Satisfactory Confidence' or above, to include 'Unknown Confidence (Neutral)' in the Past Performance Factor, will be evaluated in Phase 2. The Government reserves the right to establish the competitive range and open discussions during Phase 1.

Phase 2: Cost/Price will be evaluated for all Regional proposals that remain in the competitive range following Phase 1. The 406th Regional proposals will also be evaluated for Small Business Participation (the 404th Region will be set-aside for Small Businesses). Once discussions are closed and Final Proposal Revisions (FPRs) are received, a tradeoff analysis will be performed, for all proposals remaining in the competitive range, between Past Performance and Cost/Price; to include Small Business Participation for the 406th Region only. The Past Performance Factor is slightly more important than Cost/Price, and when all non-cost factors are combined (to include the Small Business Participation factor for the 406th Region) they are significantly more important than cost/price. As non-cost factors tend to equalize, cost becomes more important. Although Cost is not the most important consideration, it could be controlling where an otherwise superior proposal is at an unaffordable or unreasonable cost, where two proposals are otherwise considered equal, or where the advantages of a superior proposal are not worth the cost premium.

The OCI mitigation plan will be evaluated as part of the responsibility determination only.

M.3. Evaluation Approach. The content of written proposals, as well as information derived from discussions, if held, will be evaluated to determine the degree and extent to which the requirements and objectives set forth in the solicitation are satisfied. The use of data obtained from other sources in conducting performance risk assessments is addressed in Section L.

M.4. EVALUATION CRITERIA FOR VOLUME I TECHNICAL

A. VOLUME I FACTOR 1: TECHNICAL The Technical Factor contains the following Subfactors:

1. Subfactor 1 Technical Execution Plan. The Government will evaluate the proposed Technical Execution Plan relative to Section L and the PWS to determine the probability of successful performance. The Government will specifically assess the proposed ILSS-2 Critical Functional Areas, Validation of Labor, staffing, assumptions and constraints in determining the probability of successful performance. The Technical Execution Plan ratings and definitions are as follows:

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

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

2. Subfactor 2 Transition-in Plan. The Government will evaluate the proposed Transition-in Plan relative to Section L and the PWS to determine the probability of successful performance. The Government will specifically assess the proposed transition-in plan in determining the probability of successful performance. The Transition-in Plan ratings and definitions are as follows:

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

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

3. Subfactor 3 - Experience. The Government will evaluate the proposed Experience relative to Section L and the PWS to determine the probability of successful performance. The Experience ratings and definitions are as follows:

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

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

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M.5. EVALUATION CRITERIA FOR VOLUME II PAST PERFORMANCE PROPOSAL.

A. VOLUME II - FACTOR 2: PAST PERFORMANCE. The Past Performance Factor contains no Subfactors. Assumptions, preconceived ideas, and opinions for this Factor that are not supported by verifiable data will not be considered or used as a basis for evaluation. Personal knowledge of the evaluators may be considered if the Offeror is informed of, and given an opportunity to comment upon unfavorable information. The Governments evaluation of past performance may include data/information from sources other than those provided with the Offerors proposal.

1. The Government will evaluate the Offerors past performance to determine how relevant a recent effort accomplished by the Offeror is to the ILSS-2 mission utilizing the relevancy ratings provided on page 85. If the Offerors proposed effort is deemed not relevant there will be no further consideration for the effort.
2. The Government will perform a Performance Confidence Assessment on Offerors proposed efforts that are deemed relevant. Ratings and definitions provided on page 85.
3. Offerors with a record of recent and relevant unfavorable past performance will be weighed against potential favorable past performance records from the same Offeror. A record of unfavorable past performance may result in an unfavorable evaluation.
4. Offerors are cautioned that in conducting the performance confidence assessment, the Government may use data provided by the Offeror in its proposal and data obtained from other sources. Since the Government may not interview all sources provided by the Offeror, it is incumbent upon the Offeror to explain the relevance of the data provided. Any unfavorable information obtained from sources, other than that which is unfavorable, will be referred to the Offeror for comment.
5. Past performance will be reviewed via the information submitted directly by the Offeror, to include any information provided via the Contractor Past Performance Questionnaire distributed to source by the Government, and will consider Satisfaction, Meeting Schedules, Cost Control, and Overall Performance of the Contract on relevant contracts.
6. Past Performance information will also include an analysis to determine if corrective measures to past problems were implemented and the outcomes of such measures.
7. The Government will consider past performance information with respect to subcontractors which perform at least 15 percent of the work.

M.6. EVALUATION CRITERIA FOR VOLUME III - COST/PRICE.

A. VOLUME III - FACTOR 3: COST/PRICE (cost/price/financial capability analyses). A cost analysis will be conducted for each proposal. The following applies to that evaluation:

1. Cost. Cost Analysis in conjunction with Technical Analysis will be used to perform a Cost Realism Analysis to determine if the costs in the proposal are realistic for the work to be performed. Cost Realism will also be used as the basis for the development of Most Probable Cost (MPC) adjustments, if required. The proposal will be evaluated to determine whether the Cost Proposal is consistent with the unique methods of performance described in the Technical Proposal. In order to perform Cost Realism Analysis, the Government requires that Offerors submit sufficient detail relative to direct and indirect rates, subcontracts, material if applicable, equipment if applicable, and Other Direct Costs.
 - a. A Total Evaluated Price per Regional Task Order will be determined by summing the Most Probable Costs, if required, for the transition-in period, base period CLINs, option year one CLINs, and option year two CLINs to include proposed fee. The overall price per Task Order will be looked at to determine the Government position on Most Probable Cost (MPC) and Cost Realism per Task Order Effort.
 - b. As part of the cost evaluation, proposals may be reviewed to identify any 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. Proposals may also be evaluated for affordability to the Government per Task Order.
 - c. The methods of evaluation noted above may include the use of information from sources such as, but not limited to, the Defense Contract Audit Agency (DCAA) and the Defense Contract Management Agency (DCMA).
2. Price. Proposals will be evaluated based on price reasonableness IAW FAR Part 15.404-1(b), Proposal Analysis Techniques, relative to total price per Task Order, i.e., Firm Fixed Price, Cost Plus Fixed Fee, and Cost only = Total Price per Task Order. Comparison will be made of the proposed prices received in response to the solicitation. The basis of award will be a total evaluated price of the

Name of Offeror or Contractor:

transition period, base period, and two option periods per Task Order to provide a total task order price.

3. Financial Capability Determination: Financial Capability will be evaluated to the extent that Offerors must have sufficient financial resources that demonstrate an acceptable financial capability to perform the contract. The results of this evaluation impact the PCOs contractor responsibility determination.

4. Business Systems: Business Systems will be evaluated to determine the Offerors systems are adequate to support receipt of a cost type contract. The results of this evaluation impact the PCOs contractor responsibility determination.

M.7. EVALUATION CRITERIA FOR VOLUME IV SMALL BUSINESS PARTICIPATION

A. VOLUME IV FACTOR 4: SMALL BUSINESS PARTICIPATION (for the 406th Region location only-CONUS). As required by DFARS 215.304, Small Business Participation (406th Region only) is an evaluation factor in this acquisition. The Small Business Participation Factor contains no Subfactors.

1. Proposed Small Business Participation. The Government will evaluate all Offerors (small, large and foreign) proposed participation of:

- a. Small Business (SB)
- b. Small Disadvantaged Business (SDB)
- c. Women-Owned Small Business (WOSB)
- d. Veteran-Owned Small Business (VOSB)
- e. Service Disabled Veteran-Owned Small Business (SDVOSB)
- f. Historically Underutilized Business Zone Small Business (HUBZone)(hereinafter all of the above to be referred to as SB); and
- g. Historically Black Colleges and Universities/Minority Institutions (HBCU/MI).

2. For small businesses, as identified by the size standard for the North American Industry Classification System (NAICS) applicable to this solicitation, the Offerors own participation as a SB or HBCU/MI will be included in the evaluation of small business participation.

3. The Offeror will be deemed as meeting the requirements if the proposal identifies the (a) complexity; (b) extent of small business participation; and (c) realism. The Offerors proposal will then be evaluated based on:

- a. Complexity of specific products/services that will be provided by those SBs and HBCU/MIs.
- b. The Government will evaluate the extent to which an Offeror identifies and commits to utilizing SB and HBCU/MI in the performance of the proposed contract as it relates to the goal of 16% for SB and .025% for HBCU/MI of total contract value. Such participation may be as the Offeror, a subcontractor, or as a member of a joint venture or teaming arrangement.
- c. To assess the realism of proposed small business participation, the Government will evaluate the Offerors actual past performance in achieving the proposed small business participation on relevant contracts performed within three years prior to the initial solicitation closing date for the same or similar products/services. This evaluation will include an assessment of:
 - i. For small business Offerors, the percent of small business participation to total contract value on each relevant contract will be compared to the proposed percent of small business participation to proposed total contract value.
 - ii. For large business Offerors, their actual performance in meeting SB and HBCU/MI subcontracting goals on each relevant contract will be compared to the proposed percent of small business participation to proposed total contract value.
 - iii. Offerors that have no contractual history within three years (3) prior to the initial solicitation closing date for the same or similar products/services that require (1) compliance with FAR 52.219-8 or FAR 52.219-9, and (2) using SBs and/or HBCU/MIs, will be treated neither favorably nor unfavorably. The proposal will be evaluated on only the elements of complexity of specific products/services that will be provided by those SBs and HBCU/MIs and the extent of SB Participation in terms of value of the total contract.\~ The proposal will be given an adjectival rating without regard to past performance, treating this lack of past performance neither favorably nor unfavorably.\~ Such an Offerors rating will, however, note that it had no Small Business Participation Past Performance.

4. The Government will evaluate the complexity of the work small businesses are to perform, the realism of the proposal (to include the Offerors past performance in complying with requirements of the clauses at FAR 52.219-8, Utilization of Small Business Concerns, and 52.219-9, Small Business Subcontracting Plan), and the extent of participation of such firms in terms of the value of the total

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Name of Offeror or Contractor:

acquisition to develop one overall rating for each Offeror (Outstanding, Good, Acceptable, Marginal, or Unacceptable).

M.8. EVALUATION PROCEDURES.

A. ADJECTIVAL RATINGS.

1. Ratings. Ratings are the evaluators conclusions (supported by narrative write-ups) identifying the strengths, weaknesses, and deficiencies of an evaluation Factor or Subfactor. The ratings for each Factor and Subfactor will be expressed as an adjectival assessment of the evaluation.

- a. The Technical Factor will use these ratings: Acceptable / Unacceptable
- b. The Past Performance Factor will determine Relevancy (Relevant and Not Relevant) and Recency (within approximately last three years) and will use the following Confidence Assessments: Substantial Confidence, Satisfactory Confidence, Limited Confidence, No Confidence and Unknown Confidence (Neutral).
- c. The Cost Factor will have no adjectival ratings.
- d. The Small Business Participation Factor will use adjectival ratings.

The definitions of these adjectival ratings are stated below so that evaluators have a common understanding of how to apply them.

2. Technical/Management Factor and Subfactor Ratings. The following rating definitions will be utilized in the evaluation of the Technical/Management Factor and Subfactors.

Acceptable / Unacceptable Rating - Technical/Management Rating Definition and Criteria

Acceptable - Proposal clearly meets the minimum requirements of the solicitation.

Unacceptable - Proposal does not clearly meet the minimum requirements of the solicitation.

3. Past Performance Ratings. Past Performance analysis provides insight into an Offerors probability of successfully executing the requirement based on the Offerors performance record on similar efforts. Confidence will be assessed through the evaluation of the Offerors Past Performance record which may be provided directly by the Offeror but may include information obtain through other means. The adjectival rating associated with Past Performance will be assigned using the following definitions.

Relevant / Not Relevant Rating Past Performance Relevancy Ratings

Relevant - Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.

Not Relevant - Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

Adjectival Rating - Past Performance Confidence Assessment Rating Description

Substantial Confidence - Based on the Offerors recent/relevant performance record, the Government has a high expectation that the Offeror will successfully perform the required effort.

Satisfactory Confidence - Based on the Offerors recent/relevant performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort.

Limited Confidence - Based on the Offerors recent/relevant performance record, the Government has a low expectation that the Offeror will successfully perform the required effort.

No Confidence - Based on the Offerors recent/relevant performance records, the Government has no expectation that the Offeror will be able to successfully perform the required effort.

Unknown Confidence (Neutral) - No recent/relevant performance record is available or the Offerors performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

Name of Offeror or Contractor:

4. Cost Ratings. Cost realism and cost reasonableness will be used for trade-offs between cost and non cost factors in determining best value.

5. Small Business Participation Ratings. A rating will be assigned to each proposal. This rating considers the proposed small business participation and the likelihood of attaining that participation based on the Small Business Participation Past Performance. Offerors that have no contracting history (within three years prior to the initial solicitation issue date for the same or similar services) that required (1) compliance with FAR 52.219-8 or FAR 52.219-9, and (2) the utilization of small businesses will be treated neither favorably nor unfavorably. The following adjectival ratings will be used to rate proposals:

Adjectival Rating Small Business Participation Rating Definition and Criteria

Outstanding - Proposal meets requirements and indicates an exceptional approach and understanding of the requirements.\~ Strengths far outweigh any weaknesses.\~ Risk of unsuccessful performance is very low.

Good - Proposal meets requirements and indicates a thorough approach and understanding of the requirements.\~ Proposal contains strengths which outweigh any weaknesses.\~ Risk of unsuccessful performance is low.

Acceptable - Proposal meets requirements and indicates an adequate approach and understanding of the requirements.\~ Strengths and weaknesses are offsetting or will have little or no impact on contract performance.\~ Risk of unsuccessful performance is no worse than moderate.

Marginal - Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements.\~ The proposal has one or more weaknesses which are not offset by strengths.\~ Risk of unsuccessful performance is high.

Unacceptable - Proposal does not meet requirements and contains one or more deficiencies.\~ Proposal is unawardable.

6. Definitions of Key Evaluation Terms:

Term - Definition

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.

Strength - An aspect of an offerors proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.

Weakness - A flaw in a proposal that increases the risk of unsuccessful contract performance.

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

M.9. EVALUATION CRITERIA FOR OCI

A. OCI Mitigation Plan

1. The Contracting Officer will review the OCI Mitigation Plans as part of the responsibility determination and make a determination as to whether or not the OCI Mitigation Plans are sufficient to avoid or mitigate the OCI prior to any apparent awardee receiving an award. Any Offeror whose OCI Mitigation Plan is determined to be unacceptable will be contacted and informed of the shortcomings of the plan and will be given an opportunity to respond back to the Government no later than five working days after receipt of the notice with a corrected plan. Offerors whose OCI Mitigation Plans are determined to be unacceptable after re-submission will be considered not responsible and will not receive an award. Once an award is made, the Offerors OCI Mitigation Plan will be incorporated by reference into the contract and will apply for the life of the contract.

2. The successful Offeror(s) will be required to have adequate protections in place to protect against the release of non-public pre-procurement information. Given the potential three-year duration of the anticipated contract, prior to exercise of each option period, the successful Offeror(s) will be required to affirm in writing its compliance with the OCI Mitigation Plan submitted during the solicitation/award phase of the contract. This written affirmation will be reflected in the solicitation as a Contract Data Requirement List (CDRL) requirement.

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SECTION A - SUPPLEMENTAL INFORMATION

AUTO AS7002 52.204-7000 01-JUN-2005 ONLINE REPRESENTATIONS AND CERTIFICATIONS APPLICATION (ORCA)
(ACC-RI)

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

ADDED/PUSH CA70009 952.222-0001 01-AUG-2011 PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS,
(C3) AND WITHHOLDING OF EMPLOYEE PASSPORTS

ADDED/PUSH CA70002 952.223-0001 01-JUL-2010 REPORTING KIDNAPPINGS, SERIOUS INJURIES, AND DEATHS
(C3)

ADDED/PUSH CA70007 952.225-0001 01-DEC-2011 ARMING REQUIREMENTS AND PROCEDURES FOR PERSONAL SECURITY SERVICES
(C3) CONTRACTORS AND FOR REQUESTS FOR PERSONAL PROTECTION

ADDED/PUSH CA70003 952.225-0002 01-DEC-2011 ARMED PERSONNEL INCIDENT REPORTS
(C3)

ADDED/PUSH CA70004 952.225-0003 01-DEC-2011 FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (AFGHANISTAN)
(C3)

ADDED/PUSH CA70005 952.225-0005 01-AUG-2011 MONTHLY CONTRACTOR CENSUS REPORTING
(C3)

ADDED/PUSH CA70010 952.225-0009 01-DEC-2011 MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR LOCALLY HIRED
(C3) EMPLOYEES

ADDED/PUSH CA70011 952.236-0001 01-DEC-2011 ELECTRICAL AND STRUCTURAL BUILDING STANDARDS FOR CONSTRUCTION
(C3) PROJECTS

ADDED/PUSH CS7111 52.237-4511 01-MAR-2005 CONTRACTOR MANPOWER REPORTING
(ACC-RI)

SECTION E - INSPECTION AND ACCEPTANCE

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 ES7012 52.246-4528 01-FEB-2010 REWORK AND REPAIR OF NONCONFORMING MATERIAL
(ACC-RI)

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 FF00023 52.247-52 01-FEB-2006 CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS TO DOD AIR OR
WATER TERMINAL TRANSSHIPMENT POINTS

ADDED/PUSH FA00003 252.211-7007 01-NOV-2008 REPORTING OF GOVERNMENT-FURNISHED EQUIPMENT IN THE DOD ITEM UNIQUE
IDENTIFICATION (IUID) REGISTRY

CHANGED FF60013 52.211-11 01-SEP-2000 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages as determined by the Contracting Officer.

(b) If the Government terminates this contract in whole or in part under the Default -- Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

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(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default -- Fixed-Price Supply and Service clause in this contract.

(End of Clause)

ADDED/PUSH FA70002 952.225-0008 01-JUL-2010 SHIPPING INSTRUCTIONS FOR WEAPONS
(C3)

SECTION G - CONTRACT ADMINISTRATION DATA

AUTO GS7001 52.232-4501 01-AUG-2008 US ARMY CONTRACTING COMMAND, ROCK ISLAND CONTRACTING CENTER,
(ACC-RI) IMPLEMENTATION OF WIDE AREA WORKFLOW RECEIPT AND ACCEPTANCE (WAWF-RA)
FOR ELECTRONIC PROCESSING OF RECEIPT/ACCEPTANCE DOCUMENTS AND PAYMENT

SECTION H - SPECIAL CONTRACT REQUIREMENTS

AUTO HA00001 252.222-7006 01-DEC-2010 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS

CHANGED HA60001 952.225-0011 01-DEC-2011 GOVERNMENT FURNISHED CONTRACTOR SUPPORT
(C3)

The following is a summary of the type of support the Government will provide the contractor, on an "as-available" basis. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence.

* CAAF means Contractors Authorized to Accompany Forces .

** Mail to Iraq limited to 2lbs

*** Applies to Iraq only

U.S. Citizens

<input checked="" type="checkbox"/> APO/FPO/MPO/DPO/Postal Services**	<input checked="" type="checkbox"/> DFACs	<input checked="" type="checkbox"/> Mil Issue Equip
<input type="checkbox"/> Authorized Weapon	<input type="checkbox"/> Excess Baggage	<input checked="" type="checkbox"/> MILAIR
<input type="checkbox"/> Billeting	<input type="checkbox"/> Fuel Authorized	<input checked="" type="checkbox"/> MWR
<input type="checkbox"/> CAAF*	<input type="checkbox"/> Govt Furnished Meals	<input checked="" type="checkbox"/> Resuscitative Care
<input checked="" type="checkbox"/> Controlled Access Card (CAC)	<input checked="" type="checkbox"/> Military Banking	<input checked="" type="checkbox"/> Transportation
<input checked="" type="checkbox"/> Badge	<input checked="" type="checkbox"/> Military Clothing	<input type="checkbox"/> All
<input checked="" type="checkbox"/> Commissary	<input checked="" type="checkbox"/> Military Exchange	<input type="checkbox"/> None
<input type="checkbox"/> Dependents Authorized	<input type="checkbox"/> Embassy Air***	<input type="checkbox"/> Embassy Clinic

Third-Country National (TCN) Employees

<input type="checkbox"/> N/A	<input type="checkbox"/> DFACs	<input type="checkbox"/> Mil Issue Equip
<input type="checkbox"/> Authorized Weapon	<input type="checkbox"/> Excess Baggage	<input type="checkbox"/> MILAIR
<input type="checkbox"/> Billeting	<input type="checkbox"/> Fuel Authorized	<input type="checkbox"/> MWR
<input type="checkbox"/> CAAF*	<input type="checkbox"/> Govt Furnished Meals	<input type="checkbox"/> Resuscitative Care
<input type="checkbox"/> Controlled Access Card (CAC)	<input type="checkbox"/> Military Banking	<input type="checkbox"/> Transportation
<input type="checkbox"/> Badge	<input type="checkbox"/> Military Clothing	<input type="checkbox"/> All
<input type="checkbox"/> Commissary	<input type="checkbox"/> Military Exchange	<input type="checkbox"/> None
<input type="checkbox"/> Dependents Authorized	<input type="checkbox"/> Embassy Air***	<input type="checkbox"/> Embassy Clinic

Local National (LN) Employees

<input type="checkbox"/> N/A	<input type="checkbox"/> DFACs	<input type="checkbox"/> Mil Issue Equip
<input type="checkbox"/> Authorized Weapon	<input type="checkbox"/> Excess Baggage	<input type="checkbox"/> MILAIR
<input type="checkbox"/> Billeting	<input type="checkbox"/> Fuel Authorized	<input type="checkbox"/> MWR
<input type="checkbox"/> CAAF*	<input type="checkbox"/> Govt Furnished Meals	<input type="checkbox"/> Resuscitative Care
<input type="checkbox"/> Controlled Access Card (CAC)	<input type="checkbox"/> Military Banking	<input type="checkbox"/> Transportation
<input type="checkbox"/> Badge	<input type="checkbox"/> Military Clothing	<input type="checkbox"/> All
<input type="checkbox"/> Commissary	<input type="checkbox"/> Military Exchange	<input type="checkbox"/> None
<input type="checkbox"/> Dependents Authorized	<input type="checkbox"/> Embassy Air***	<input type="checkbox"/> Embassy Clinic

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(End of clause)

CHANGED HS6075 52.245-4506 01-OCT-1994 GOVERNMENT FURNISHED PROPERTY
(ACC-RI)

Schedule of Government Furnished Property

(a) Pursuant to the Government Property clause in Section I of this contract, the Government shall furnish F.O.B. contractor's place of performance, the Government-owned property listed in attachment numbers 0011, 0012, and 0013 of this document for use in the performance of this contract.

(b) The property shall be delivered in accordance with the schedule set forth in Section A of this document.

(c) If the property is not received in accordance with the Period of Performance identified in Sections A and B of this document, the Contractor shall immediately notify the Contracting Officer in writing.

(d) The quantity of Government Furnished Material (GFM) which is offered herein is contingent upon award of the total quantity solicited herein. Should the actual quantity awarded be less than the total quantity solicited, the Government retains the right to unilaterally reduce the quantity of GFM which will be provided under any resultant contract. Any said reduction shall be on a pro-rata basis.

(End of clause)

(HS6075)

AUTO/CHANGE HS6025 52.246-4557 01-JAN-1995 MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)
(ACC-RI)

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Purchasing Office

Army Contracting Command-Rock Island (ACC-RI)
CCRC-FP
1 Rock Island Arsenal
Rock Island, IL 61299-8000

2. Production Management

Army Sustainment Command (ASC)
AMSAS-FSA-P
1 Rock Island Arsenal
Rock Island, IL 61299-8000

(End of clause)

(HS6025)

ADDED/PUSH HA70002 952.225-0004 01-DEC-2011 COMPLIANCE WITH LAWS AND REGULATIONS
(C3)

ADDED/PUSH HA70004 952.225-0013 01-DEC-2011 CONTRACTOR HEALTH AND SAFETY
(C3)

ADDED/PUSH HA70022 952.225-0016 01-AUG-2011 CONTRACTOR DEMOBILIZATION -- AFGHANISTAN
(C3)

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ADDED/PUSH	HA70026	952.225-0019 (C3)	01-AUG-2011	COMMODITY SHIPPING INSTRUCTIONS (AFGHANISTAN)
ADDED/PUSH	HA70027	952.225-0020 (C3)	01-AUG-2011	CONTRACTOR ACCOUNTABILITY AND PERSONNEL RECOVERY (AFGHANISTAN)
ADDED/PUSH	HA70021	952.232-0004 (C3)	01-DEC-2011	PAYMENT IN LOCAL CURRENCY (AFGHANISTAN)
ADDED/PUSH	HS7800	52.237-4501 LOCAL	01-MAR-2001	ACCOUNTING FOR PERSONNEL (ACC-RI)
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-JAN-2012	DEFINITIONS
ADDED/PUSH	IF00002	52.203-3	01-APR-1984	GRATUITIES
AUTO	IF00003	52.203-5	01-APR-1984	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-OCT-2010	ANTI-KICKBACK PROCEDURES
AUTO	IF00007	52.203-8	01-JAN-1997	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
AUTO	IF00008	52.203-10	01-JAN-1997	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	IF00369	52.203-13	01-APR-2010	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
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	IF00014	52.204-7	01-FEB-2012	CENTRAL CONTRACTOR REGISTRATION
ADDED/PUSH	IF00364	52.204-10	01-FEB-2012	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
AUTO	IF00023	52.209-6	01-DEC-2010	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
AUTO	IF00406	52.209-9	01-FEB-2012	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS
ADDED/PUSH	IF00401	52.210-1	01-APR-2011	MARKET RESEARCH
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

	PIIN/SIIN	W52P1J-12-R-0004		MOD/AMD
ADDED/PUSH	IF00048	52.215-12	01-OCT-2010	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
ADDED/PUSH	IF00051	52.215-14	01-OCT-1997	INTEGRITY OF UNIT PRICES (OCT 2010) -- ALTERNATE I (OCT 1997)
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	IF00056	52.215-21	01-OCT-2010	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA --MODIFICATIONS
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	IF00075	52.219-7	01-JUN-2003	NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE
ADDED/PUSH	IF00396	52.219-8	01-JAN-2011	UTILIZATION OF SMALL BUSINESS CONCERNS
ADDED/PUSH	IF00079	52.219-9	01-JAN-2011	SMALL BUSINESS SUBCONTRACTING PLAN
ADDED/PUSH	IF00083	52.219-14	01-NOV-2011	LIMITATIONS ON SUBCONTRACTING
ADDED/PUSH	IF00084	52.219-16	01-JAN-1999	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN
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	IF00104	52.222-21	01-FEB-1999	PROHIBITION OF SEGREGATED FACILITIES
ADDED/PUSH	IF00105	52.222-26	01-MAR-2007	EQUAL OPPORTUNITY
ADDED/PUSH	IF00110	52.222-35	01-SEP-2010	EQUAL OPPORTUNITY FOR VETERANS
ADDED/PUSH	IF00111	52.222-36	01-OCT-2010	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
ADDED/PUSH	IF00112	52.222-37	01-SEP-2010	EMPLOYMENT REPORTS ON VETERANS
ADDED/PUSH	IF00113	52.222-41	01-NOV-2007	SERVICE CONTRACT ACT OF 1965
ADDED/PUSH	IF00114	52.222-43	01-SEP-2009	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)
ADDED/PUSH	IF00116	52.222-50	01-FEB-2009	COMBATING TRAFFICKING IN PERSONS
ADDED/PUSH	IF00381	52.222-54	01-JAN-2009	EMPLOYMENT ELIGIBILITY VERIFICATION
ADDED/PUSH	IF00121	52.223-6	01-MAY-2001	DRUG-FREE WORKPLACE
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	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	IF00149	52.228-3	01-APR-1984	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)

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ADDED/PUSH	IF00150	52.228-4	01-APR-1984	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS
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-APR-2003	FEDERAL, STATE, AND LOCAL TAXES
ADDED/PUSH	IF00169	52.230-6	01-JUN-2010	ADMINISTRATION OF COST ACCOUNTING STANDARDS
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-OCT-2010	INTEREST
ADDED/PUSH	IF00180	52.232-18	01-APR-1984	AVAILABILITY OF FUNDS
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 (JAN 1986) -- ALTERNATE I (APR 1984)
ADDED/PUSH	IF00188	52.232-25	01-FEB-2002	PROMPT PAYMENT (OCT 2008) - ALTERNATE I (FEB 2002)
ADDED/PUSH	IF00191	52.232-33	01-OCT-2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION
ADDED/PUSH	IF00194	52.233-1	01-JUL-2002	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)
AUTO	IF00198	52.233-4	01-OCT-2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
ADDED/PUSH	IF00203	52.236-7	01-NOV-1991	PERMITS AND RESPONSIBILITIES
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 OF DISALLOW COSTS
AUTO	IF00233	52.242-3	01-MAY-2001	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	IF00255	52.244-6	01-DEC-2010	SUBCONTRACTS FOR COMMERCIAL ITEMS
ADDED/PUSH	IF00391	52.245-1	01-APR-2012	GOVERNMENT PROPERTY
ADDED/PUSH	IF00267	52.245-9	01-APR-2012	USE AND CHARGES
ADDED/PUSH	IF00286	52.246-25	01-FEB-1997	LIMITATION OF LIABILITY--SERVICES

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ADDED/PUSH	IF00299	52.247-16	01-APR-1984	CONTRACTOR RESPONSIBILITY FOR RETURNING UNDELIVERED FREIGHT
ADDED/PUSH	IF00302	52.247-21	01-APR-1984	CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE
ADDED/PUSH	IF00303	52.247-22	01-APR-1984	CONTRACTOR LIABILITY FOR LOSS OF AND/OR DAMAGE TO FREIGHT OTHER THAN HOUSEHOLD GOODS
ADDED/PUSH	IF00307	52.247-63	01-JUN-2003	PREFERENCE FOR U.S.-FLAG AIR CARRIERS
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)
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-JAN-2009	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS
ADDED/PUSH	IA00268	252.204-7000	01-DEC-1991	DISCLOSURE OF INFORMATION
AUTO	IA00269	252.204-7003	01-APR-1992	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT
ADDED/PUSH	IA00007	252.204-7004	01-SEP-2007	ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION (52.204-7)
ADDED/PUSH	IA00009	252.204-7006	01-OCT-2005	BILLING INSTRUCTIONS
AUTO	IA00279	252.204-7008	01-APR-2010	EXPORT-CONTROLLED ITEMS
AUTO	IA00010	252.205-7000	01-DEC-1991	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS
AUTO	IA00011	252.209-7004	01-DEC-2006	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY
ADDED/PUSH	IA00316	252.209-7009	01-DEC-2010	ORGANIZATIONAL CONFLICT OF INTEREST -- MAJOR DEFENSE ACQUISITION PROGRAM
ADDED/PUSH	IA00014	252.215-7000	01-DEC-1991	PRICING ADJUSTMENTS
ADDED/PUSH	IA00015	252.215-7002	01-FEB-2012	COST ESTIMATING SYSTEM REQUIREMENTS
ADDED/PUSH	IA00031	252.217-7028	01-DEC-1991	OVER AND ABOVE WORK
ADDED/PUSH	IA00304	252.219-7003	01-SEP-2011	SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS)
ADDED/PUSH	IA00036	252.222-7001	01-APR-1993	RIGHT OF FIRST REFUSAL OF EMPLOYMENT--CLOSURE OF MILITARY INSTALLATIONS
ADDED/PUSH	IA00037	252.222-7002	01-JUN-1997	COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS)
ADDED/PUSH	IA00043	252.223-7004	01-SEP-1988	DRUG-FREE WORK FORCE

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ADDED/PUSH	IA00044	252.223-7006	01-APR-1993	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS
ADDED/PUSH	IA00048	252.225-7004	01-OCT-2010	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-- SUBMISSION AFTER AWARD
ADDED/PUSH	IA00052	252.225-7012	01-JUN-2010	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES
ADDED/PUSH	IA00325	252.225-7039	01-AUG-2011	CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS
ADDED/PUSH	IA00070	252.225-7041	01-JUN-1997	CORRESPONDENCE IN ENGLISH
AUTO	IA00072	252.226-7001	01-SEP-2004	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS
ADDED/PUSH	IA00098	252.228-7000	01-DEC-1991	REIMBURSEMENT FOR WAR-HAZARD LOSSES
ADDED/PUSH	IA00101	252.228-7003	01-DEC-1991	CAPTURE AND DETENTION
ADDED/PUSH	IA00271	252.231-7000	01-DEC-1991	SUPPLEMENTAL COST PRINCIPLES
AUTO	IA00115	252.232-7003	01-MAR-2008	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS
ADDED/PUSH	IA00119	252.232-7008	01-JUN-1997	ASSIGNMENT OF CLAIMS (OVERSEAS)
AUTO	IA00272	252.232-7010	01-DEC-2006	LEVIES ON CONTRACT PAYMENTS
ADDED/PUSH	IA00122	252.233-7001	01-JUN-1997	CHOICE OF LAW (OVERSEAS)
ADDED/PUSH	IA00130	252.237-7001	01-MAY-2000	COMPLIANCE WITH AUDIT STANDARDS
AUTO	IA00308	252.237-7010	01-NOV-2010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL
ADDED/PUSH	IA00145	252.242-7004	01-MAY-2011	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM
AUTO	IA00147	252.243-7001	01-DEC-1991	PRICING OF CONTRACT MODIFICATIONS
AUTO	IA00148	252.243-7002	01-MAR-1998	REQUESTS FOR EQUITABLE ADJUSTMENT
ADDED/PUSH	IA00273	252.246-7003	01-JAN-2007	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	IA00288	252.247-7003	01-SEP-2010	PASS-THROUGH OF MOTOR CARRIER FUEL SURCHARGE ADJUSTMENT TO THE COST BEARER
ADDED/PUSH	IA00163	252.249-7002	01-OCT-2010	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION
ADDED/PUSH	IA00164	252.251-7000	01-NOV-2004	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
AUTO/CHANGE	IF60114	52.216-7	01-JUN-2011	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

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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 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.

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(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 Executive compensation for the five most highly compensated executives. See 31.205-6(p). Additional salary reference information is available at
*HYPERLINK "http://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.).

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(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.

(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 --

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(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 IF60020 52.216-19 01-OCT-1995 ORDER LIMITATIONS

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than or equal to half a man-year, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of <Not Applicable>;

(2) Any order for a combination of items in excess of <Not Applicable>;or

(3) A series of orders from the same ordering office within <Not Applicable> days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition

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Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within <Not Applicable> days after issuance, with written notice stating the Contractors intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

CHANGED IF60022 52.216-24 01-APR-1984 LIMITATION OF GOVERNMENT LIABILITY

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding <determined at award> dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is <determined at award> dollars.

(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 60 days of contract expiration.

(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 45 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three years, 47 days to include the maximum time for the transition-in period.

(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 by first notifying the Contracting Officer prior to work being performed 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 --

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- (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-1989 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES

In compliance with the Service Contract Act of 1965, as amended, 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

(End of Clause)

CHANGED IF60066 52.232-19 01-APR-1984 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

Funds are not presently available for performance under this contract beyond <determined at award>. The Governments obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond <determined at award>, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(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 Contractors 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 Officers 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

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(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 Officers written consent before placing any subcontracts.

(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 subcontractors 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 subcontractors 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 subcontractors 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 subcontractors 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

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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 Contractors 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: -2-

AUTO/CHANGE IF60189 52.245-2 01-APR-2012 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause:

TO BE PROVIDED BY CONTRACTING OFFICER

(End of Clause)

CHANGED IA60055 252.203-7004 01-SEP-2011 DISPLAY OF FRAUD 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 in common work areas within business segments performing work in the United States under Department of Defense (DoD) contracts DoD fraud hotline posters prepared by the DoD Office of the Inspector General. DoD fraud hotline posters may be obtained from the DoD Inspector General, Attn: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884.

(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:

NA

(3) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that exceed \$5 million except when the subcontract--

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(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	Coverage required when contract performance involves use of aircraft: Minimum liability of \$200,000 per person, \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Passenger liability shall be at least \$200,000 multiplied by the number of seats or number of passengers, whichever is greater.
Vessel Collision Liability	Coverage required when contract performance involves use of vessels: Minimum liability of \$5,000,000 or the market value of the property being shipped by vessel, whichever is greater

(End of clause)

(IS6020)

ADDED/PUSH	IF70003	52.215-19	01-OCT-1997	NOTIFICATION OF OWNERSHIP CHANGES
ADDED/PUSH	IF70017	52.219-4	01-JAN-2011	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS
ADDED/PUSH	IF70036	52.219-28	01-APR-2009	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
ADDED/PUSH	IF70015	52.223-3	01-JAN-1997	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA
ADDED/PUSH	IF70052	52.230-2 (DEV 2012-00003)	01-JAN-2012	COST ACCOUNTING STANDARDS (DEVIATION 2012-00003)
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	IA70027	252.225-7997	01-AUG-2010	ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES RELATING TO ALLEGED CRIMES BY OR AGAINST CONTRACTOR PERSONNEL IN IRAQ AND AFGHANISTAN (DEVIATION 2010-00014)
ADDED/PUSH	IA70054	252.225-7993 (DEV 2012-00005)	01-JAN-2012	PROHIBITION ON CONTRACTING WITH THE ENEMY IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2012-00005)

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ADDED/PUSH	IA70055	252.225-7994 (DEV 2012-00005)	01-JAN-2012	ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2012-00005)
AUTO	IS7025	52.201-4500 (ACC-RI)	01-FEB-1993	AUTHORITY OF GOVERNMENT REPRESENTATIVE
ADDED/PUSH	IS7080	52.216-4592 (ACC-RI)	01-JUN-2011	TASK AND DELIVERY ORDER OMBUDSMAN
SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS				
ADDED/PUSH	KF00004	52.222-38	01-SEP-2010	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS
ADDED/PUSH	KF00012	52.225-20	01-AUG-2009	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION
AUTO	KA00008	252.203-7005	01-NOV-2011	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS
ADDED/PUSH	KA00001	252.209-7001	01-JAN-2009	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY
ADDED/PUSH	KA00004	252.225-7042	01-APR-2003	AUTHORIZATION TO PERFORM
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
AUTO/CHANGE	KF60007	52.204-8	01-MAR-2012	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 clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[] (i) Paragraph (d) applies.

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

(c)(1) The following representations or certifications in ORCA 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.

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- (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 clause at 52.204-7, Central Contractor Registration.
- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--
- (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, or 2010.
- (vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) 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 \$77,494, the provision with its Alternate II applies.
- (xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

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(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran--Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

___ (i) 52.219-22, Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

___ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

___ (iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

___ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

___ (vi) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through *HYPERLINK "https://www.acquisition.gov" 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 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 ORCA.

(End of Provision)

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AUTO/CHANGE KF60003 52.219-1 01-APR-2011 SMALL BUSINESS PROGRAM REPRESENTATION (APR 2011) -- ALTERNATE I (APR 2011)

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

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

(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) Representations.

(1) The offeror represents as part of its offer that it ___ is, ___ is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it ___ is, ___ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ___ is, ___ is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.] The offeror represents as part of its offer that--

(i) It ___ is, ___ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:]

Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.] The offeror represents as part of its offer that--

(i) It ___ is, ___ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture:]

Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it

___ is,
___ is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.] The offeror represents as part of its offer that is

___ is,
___ is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that

(i) It ___ is,
___ is not is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ___ is,
___ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture:_____.]

Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(9) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

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

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

"Service-disabled veteran-owned small business concern"

(1) Means a small business concern

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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"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 (a) of this provision.

"Veteran-owned small business concern" means a small business concern

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

AUTO/CHANGE KA60001 252.204-7007 01-MAR-2012 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 ORCA are applicable to this solicitation as indicated:

(i) 252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(ii) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.

(iii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

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

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

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

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

(2) The following representations or certifications in ORCA 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 Act--Balance of Payments Program Certificate.
- ___ (iii) 252.225-7020, Trade Agreements Certificate.
- ___ Use with Alternate I.
- ___ (iv) 252.225-7022, Trade Agreements Certificate--Inclusion of Iraqi End Products.
- ___ (v) 252.225-7031, Secondary Arab Boycott of Israel.
- ___ (vi) 252.225-7035, Buy American Act--Free Trade Agreements--Balance of Payments Program Certificate.
- ___ Use with Alternate I.
- ___ Use with Alternate II.
- ___ Use with Alternate III.

(e) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) Web site at [*HYPERLINK "https://www.acquisition.gov/"https://www.acquisition.gov/](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 No.	Title	Date	Change

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

(End of provision)

AUTO	KF70044	52.209-7	01-FEB-2012	INFORMATION REGARDING RESPONSIBILITY MATTERS
AUTO	KA70026	252.209-7999 (DEV 2012-00004)	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

ADDED/PUSH	LF00026	52.215-1	01-OCT-1997	INSTRUCTIONS TO OFFERORS--COMPETITIVE (JAN 2004) -- ALTERNATE I (OCT 1997)
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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	LF00033	52.222-46	01-FEB-1993	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES
ADDED/PUSH	LF00038	52.237-1	01-APR-1984	SITE VISIT
ADDED/PUSH	LF00039	52.237-10	01-OCT-1997	IDENTIFICATION OF UNCOMPENSATED OVERTIME
ADDED/PUSH	LA00001	252.204-7001	01-AUG-1999	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING
ADDED/PUSH	LA00003	252.225-7003	01-OCT-2010	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-- SUBMISSION WITH OFFER
ADDED/PUSH	LA00009	252.234-7001	01-APR-2008	NOTICE OF EARNED VALUE MANAGEMENT SYSTEM
CHANGED	LF60009	52.216-1	01-APR-1984	TYPE OF CONTRACT

The Government contemplates award of a multiple Cost Plus Fixed Fee/Firm Fixed Price contracts resulting from this solicitation.

(End of Provision)

AUTO/CHANGE	LF60010	52.233-2	01-SEP-2006	SERVICE OF PROTEST
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(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 to the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Contracting Officer.

(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)

ADDED/PUSH	LF70005	52.215-20	01-OCT-2010	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA
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
ADDED/PUSH	LA70008	952.232-0002 (C3)	01-DEC-2011	NOTIFICATION OF PAYMENT IN LOCAL CURRENCY (AFGHANISTAN)
AUTO	LS7003	52.214-4584 (ACC-RI)	01-JAN-2011	HAND-DELIVERED BIDS, QUOTES, OR PROPOSALS
AUTO	LS7001	52.215-4583 (ACC-RI)	01-FEB-2004	DISCLOSURE OF UNIT PRICES
ADDED/PUSH	LS7000	52.233-4503 (ACC-RI)	01-AUG-2011	AMC-LEVEL PROTEST PROGRAM

SECTION M - EVALUATION FACTORS FOR AWARD

ADDED/PUSH	MF00005	52.217-5	01-JUL-1990	EVALUATION OF OPTIONS
CHANGED	MS6001	52.215-4586	01-OCT-1997	SECTION M, EVALUATION FACTORS FOR AWARD

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MOD/AMD

(ACC-RI)

The following are the evaluation factors for award:

Technical

Technical Execution Plan

Transition Plan

Experience

Past Performance

Cost/Price

Small Business Utilization (406th Only)

(End of provision)

(MS6001)