

| | | | | | | | |
|--|--|--|--|---|------------------|-----------------------|--------------|
| SOLICITATION, OFFER AND AWARD | | 1. This Contract Is A Rated Order Under DPAS (15 CFR 700) | | Rating DOA6 | Page 1 | of 37 | Pages |
| 2. Contract Number | | 3. Solicitation Number W52P1J-11-R-0021 | | 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-AI 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 1 signed 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 PHILLIP J. KANTOR | B. Telephone (No Collect Calls) | | | C. E-mail Address PHILLIP.J.KANTOR@US.ARMY.MIL |
| | | Area Code (309) | Number 782-1035 | Ext. | |

11. Table Of Contents

| (X) | Sec. | Description | Page(s) | (X) | Sec. | Description | Page(s) |
|------------------------------|------|---------------------------------------|---------|--|------|---|---------|
| Part I - The Schedule | | | | Part II - Contract Clauses | | | |
| X | A | Solicitation/Contract Form | 1 | X | I | Contract Clauses | 11 |
| X | B | Supplies or Services and Prices/Costs | 3 | Part III - List Of Documents, Exhibits, And Other Attach. | | | |
| | C | Description/Specs./Work Statement | | X | J | List of Attachments | 21 |
| | D | Packaging and Marking | | Part IV - Representations And Instructions | | | |
| X | E | Inspection and Acceptance | 6 | X | K | Representations, Certifications, and Other Statements of Offerors | 22 |
| X | F | Deliveries or Performance | 7 | | | | |
| X | G | Contract Administration Data | 8 | X | L | Instrs., Conds., and Notices to Offerors | 26 |
| X | H | Special Contract Requirements | 10 | X | M | Evaluation Factors for Award | 34 |

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 (%) |
|--|---|---|---|--|

| | | | | |
|---|----------------------|-------------|----------------------|-------------|
| 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 | Ext. | | | |

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) SCD PAS NONE ADP PT | | 25. Payment Will Be Made By | | | |
| 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.

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 2 of 37

PIIN/SIIN W52P1J-11-R-0021

MOD/AMD

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

| <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----------------------------|--|-------------|
| A-1 52.204-7000 LOCAL | ONLINE REPRESENTATIONS AND CERTIFICATIONS APPLICATION (ORCA) | JUN/2005 |

Notice to All Contractors: In a final rule contained in the Federal Acquisition Circular 01- 26 (Item I, FAR Case 2002-24) published in the Federal Register on December 20, 2004, the Federal Acquisition Regulation was amended to require offerors to submit representations and certifications electronically via the Business Partner Network. Offerors shall complete an Online Representations and Certifications Application (ORCA) as soon as possible. This solicitation requires online certifications and representations. Failure to complete the ORCA registration may make the offeror ineligible for award. The ORCA can be found at <http://orca.bpn.gov>.

(End of narrative)

(AS7002)

THIS IS A DRAFT SOLICITATION

A-1 This DRAFT solicitation will be for the procurement for the characterization, profiling, packaging, brokerage, transportation and disposal of low-level radiological soils, mixed waste soils and radiological commodities generated during the remediation of Naval Station (NAVSTA), Treasure Island (TI), California.

A-2 This solicitation will be solicited as an 8(a) Competitive Set Aside. The solicitation will result in a single award for a five-year, Firm-Fixed Price, Indefinite Delivery-Indefinite Quantity (IDIQ) Contract. Task Orders will be awarded based on Period of Performance.

A-3 Work to be performed under the resulting (IDIQ) contract will be for the services described in Attachment 0001, Performance Work Statement.

A-4 Attachment 0002 is the Price Estimate Spreadsheet to be completed by the offeror.

A-5 Attachment 0003 is the Technical Estimate Spreadsheet to be completed by the offeror.

A-6 The Sampling and Analysis Plan (SAP) Template, Joint Munitions Command (JMC) Standard Operating Procedure (SOP) and Broker List will be provided when the final solicitation is issued.

A-7 There will be an optional site visit available to all prospective offerors. The opportunity to visit the site will be 03 February 2011 at 9:00 AM PST at NAVSTA Treasure Island. Offerors wishing to attend the site visit should contact Kyla Rasche via email at Kyla.a.rasche@us.army.mil by 9:00 AM CST, 01 February 2011. Details of the site visit will be provided to the offeror at that time. Offerors must provide the company name and the name(s) and contact information of the personnel who will be attending the site visit to be included on the roster of approved visitors. Attendees must also have a valid driver's license or other form of government identification, such as a passport to gain access to the site.

A-8 This draft solicitation is being issued electronically in accordance with FAR 4.502 and 5.102, therefore, hardcopies will not be provided.

*** END OF NARRATIVE A0001 ***

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| | SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS | | | | |
| 0001 | SECURITY CLASS: Unclassified | | | | |
| 0001AA | <u>DIRECT LABOR AND MATERIAL</u> | | | | |
| | Firm-Fixed Price (End of narrative B001) | | | | |
| 0001AB | <u>SUPPORT TO SHIP</u> | | | | |
| | Variable cost based on tonnage (End of narrative B001) | | | | |
| 0002 | SECURITY CLASS: Unclassified | | | | |
| 0002AA | <u>BIN RENTAL</u> | | | | |
| | Fixed Unit Rate per bin per day (End of narrative B001) | | | | |
| 0002AB | <u>BIN DEMOBILIZATION</u> | | | | |
| | Fixed Unit Rate (End of narrative B001) | | | | |
| 0003 | SECURITY CLASS: Unclassified | | | | |
| 0003AA | <u>BIN TRUCK RENTAL</u> | | | | |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| | Fixed Unit Rate per truck per hour (End of narrative B001) | | | | |
| 0004 | SECURITY CLASS: Unclassified | | | | |
| 0004AA | <u>ANALYTICAL FOR DISPOSAL</u> | | | | |
| | Fixed Unit rate per sample (End of narrative B001) | | | | |
| 0004AB | <u>ANALYTICAL FOR ENERGY SOLUTIONS(ES) DISPOSAL</u> | | | | |
| | Fixed Unit Rate per sample (End of narrative B001) | | | | |
| 0005 | SECURITY CLASS: Unclassified | | | | |
| 0005AA | <u>TRANSPORTATION</u> | | | | |
| | Fixed Unit Rate per bin shipped (End of narrative B001) | | | | |
| 0005AB | <u>TRANSPORTATION TO ES</u> | | | | |
| | Fixed Unit Rate per bin shipped to Energy Solutions (End of narrative B001) | | | | |
| 0006 | SECURITY CLASS: Unclassified | | | | |

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52PlJ-11-R-0021 MOD/AMD

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0006AA | <p><u>DISPOSAL, NORM SOIL NON-RCRA</u></p> <p>Fixed Unit Rate per ton</p> <p>(End of narrative B001)</p> | | | | |
| 0006AB | <p><u>DISPOSAL, NORM SOIL RCRA</u></p> <p>Fixed Unit Rate per ton</p> <p>(End of narrative B001)</p> | | | | |
| 0006AC | <p><u>DISPOSAL DEBRIS, NON-RCRA</u></p> <p>Fixed Unit Rate per cubic yard</p> <p>(End of narrative B001)</p> | | | | |
| 0006AD | <p><u>DISPOSAL, RCRA DEBRIS REQUIRING TREATMENT</u></p> <p>(Macroencapsulation) Fixed Unit Rate per cubic yard</p> <p>(End of narrative B001)</p> | | | | |
| 0007 | <p>SECURITY CLASS: Unclassified</p> | | | | |
| 0007AA | <p><u>TRANSPORTATION AND DISPOSAL RADIUM SOURCES</u></p> <p>(Discrete Sources) Fixed Unit Rate per drum</p> <p>(End of narrative B001)</p> | | | | |

| | | |
|---------------------------|---|----------------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W52P1J-11-R-0021 MOD/AMD | Page 6 of 37 |
|---------------------------|---|----------------------------|

Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

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

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

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

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|-------------------------------------|-------------|
| E-1 | 52.246-4 | INSPECTION OF SERVICES--FIXED-PRICE | AUG/1996 |

| | | |
|---------------------------|--|----------------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W52P1J-11-R-0021 MOD/AMD | Page 7 of 37 |
|---------------------------|--|----------------------------|

Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

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.

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 8 of 37

PIIN/SIIN W52P1J-11-R-0021

MOD/AMD

Name of Offeror or Contractor:

SECTION G - CONTRACT ADMINISTRATION DATA

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

| <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|------------------------|---|-------------|
| G-1 | 52.232-4501 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 |

\~

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*:

Contracting Officer*

Ship to Code*: (Not Required for Services)

Name of Offeror or Contractor:

*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)

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 10 of 37

PIIN/SIIN W52P1J-11-R-0021

MOD/AMD

Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

| | <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 | 52.242-4591 | CONTRACTOR PERFORMANCE INFORMATION | DEC/2005 |

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

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

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

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

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

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

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

(End of clause)

(HS7015)

Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

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> |
|------|------------------------|--|-------------|
| I-1 | 52.202-1 | DEFINITIONS | JUL/2004 |
| 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 | 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER | AUG/2000 |
| I-11 | 52.204-7 | CENTRAL CONTRACTOR REGISTRATION | APR/2008 |
| I-12 | 52.204-9 | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL | SEP/2007 |
| I-13 | 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | DEC/2010 |
| I-14 | 52.211-15 | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS | APR/2008 |
| I-15 | 52.215-2 | AUDIT AND RECORDS--NEGOTIATIONS | OCT/2010 |
| I-16 | 52.215-8 | ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT | OCT/1997 |
| I-17 | 52.219-6 | NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE | JUN/2003 |
| I-18 | 52.219-14 | LIMITATIONS ON SUBCONTRACTING | DEC/1996 |
| I-19 | 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES | FEB/1999 |
| I-20 | 52.222-26 | EQUAL OPPORTUNITY | MAR/2007 |
| I-21 | 52.222-29 | NOTIFICATION OF VISA DENIAL | JUN/2003 |
| I-22 | 52.222-35 | EQUAL OPPORTUNITY FOR VETERANS | SEP/2010 |
| I-23 | 52.222-36 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES | OCT/2010 |
| I-24 | 52.222-37 | EMPLOYMENT REPORTS ON VETERANS | SEP/2010 |
| I-25 | 52.222-41 | SERVICE CONTRACT ACT OF 1965 | NOV/2007 |
| I-26 | 52.222-44 | FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT | SEP/2009 |
| I-27 | 52.222-50 | COMBATING TRAFFICKING IN PERSONS | FEB/2009 |
| I-28 | 52.222-54 | EMPLOYMENT ELIGIBILITY VERIFICATION | JAN/2009 |
| I-29 | 52.223-5 | POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION | AUG/2003 |
| I-30 | 52.223-14 | TOXIC CHEMICAL RELEASE REPORTING | AUG/2003 |
| I-31 | 52.223-15 | ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS | DEC/2007 |
| I-32 | 52.223-18 | CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING | SEP/2010 |
| I-33 | 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES | JUN/2008 |
| I-34 | 52.227-1 | AUTHORIZATION AND CONSENT | DEC/2007 |
| I-35 | 52.228-5 | INSURANCE--WORK ON A GOVERNMENT INSTALLATION | JAN/1997 |
| I-36 | 52.229-3 | FEDERAL, STATE, AND LOCAL TAXES | APR/2003 |
| I-37 | 52.232-1 | PAYMENTS | APR/1984 |
| I-38 | 52.232-8 | DISCOUNTS FOR PROMPT PAYMENT | FEB/2002 |
| I-39 | 52.232-11 | EXTRAS | APR/1984 |
| I-40 | 52.232-17 | INTEREST | OCT/2010 |
| I-41 | 52.232-23 | ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984) | APR/1984 |
| I-42 | 52.232-25 | PROMPT PAYMENT | OCT/2008 |
| I-43 | 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION | OCT/2003 |
| I-44 | 52.233-1 | DISPUTES | JUL/2002 |
| I-45 | 52.233-3 | PROTEST AFTER AWARD | AUG/1996 |
| I-46 | 52.233-4 | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM | OCT/2004 |
| I-47 | 52.236-2 | DIFFERING SITE CONDITIONS | APR/1984 |

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 12 of 37

PIIN/SIIN W52P1J-11-R-0021

MOD/AMD

Name of Offeror or Contractor:

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|------|------------------------|---|-------------|
| I-48 | 52.237-2 | PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION | APR/1984 |
| I-49 | 52.242-13 | BANKRUPTCY | JUL/1995 |
| I-50 | 52.243-1 | CHANGES--FIXED PRICE (AUG 1987) -- ALTERNATE I (APR 1984) | APR/1984 |
| I-51 | 52.247-63 | PREFERENCE FOR U.S.-FLAG AIR CARRIERS | JUN/2003 |
| I-52 | 52.249-4 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) | APR/1984 |
| I-53 | 52.249-8 | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) | APR/1984 |
| I-54 | 52.253-1 | COMPUTER GENERATED FORMS | JAN/1991 |
| I-55 | 252.201-7000 | CONTRACTING OFFICER'S REPRESENTATIVE | DEC/1991 |
| I-56 | 252.203-7000 | REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS | JAN/2009 |
| I-57 | 252.203-7001 | PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES | DEC/2008 |
| I-58 | 252.203-7002 | REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS | JAN/2009 |
| I-59 | 252.204-7000 | DISCLOSURE OF INFORMATION | DEC/1991 |
| I-60 | 252.204-7003 | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT | APR/1992 |
| I-61 | 252.204-7004 | ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION (52.204-7) | SEP/2007 |
| I-62 | 252.204-7006 | BILLING INSTRUCTIONS | OCT/2005 |
| I-63 | 252.205-7000 | PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS | DEC/1991 |
| I-64 | 252.209-7004 | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY | DEC/2006 |
| I-65 | 252.219-7010 | ALTERNATE A, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS (52.219-18) | JUN/1998 |
| I-66 | 252.225-7006 | QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES | OCT/2010 |
| I-67 | 252.225-7012 | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES | JUN/2010 |
| I-68 | 252.226-7001 | UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS | SEP/2004 |
| I-69 | 252.227-7013 | RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS | NOV/1995 |
| I-70 | 252.227-7014 | RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION | JUN/1995 |
| I-71 | 252.227-7015 | TECHNICAL DATA--COMMERCIAL ITEMS | NOV/1995 |
| I-72 | 252.227-7016 | RIGHTS IN BID OR PROPOSAL INFORMATION | JUN/1995 |
| I-73 | 252.227-7019 | VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE | JUN/1995 |
| I-74 | 252.227-7025 | LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS | JUN/1995 |
| I-75 | 252.227-7027 | DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE | APR/1988 |
| I-76 | 252.227-7030 | TECHNICAL DATA--WITHHOLDING OF PAYMENT | MAR/2000 |
| I-77 | 252.227-7037 | VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA | SEP/1999 |
| I-78 | 252.232-7003 | ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS | MAR/2008 |
| I-79 | 252.232-7010 | LEVIES ON CONTRACT PAYMENTS | DEC/2006 |
| I-80 | 252.243-7001 | PRICING OF CONTRACT MODIFICATIONS | DEC/1991 |
| I-81 | 252.243-7002 | REQUESTS FOR EQUITABLE ADJUSTMENT | MAR/1998 |
| I-82 | 252.247-7023 | TRANSPORTATION OF SUPPLIES BY SEA | MAY/2002 |
| I-83 | 52.216-18 | ORDERING | OCT/1995 |

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued for a period of five (5) years from the date of contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

| | | | |
|------|-----------|-------------------|----------|
| I-84 | 52.216-19 | ORDER LIMITATIONS | OCT/1995 |
|------|-----------|-------------------|----------|

| | | |
|---------------------------|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued | Page 13 of 37 |
| | PIIN/SIIN W52P1J-11-R-0021 | MOD/AMD |

Name of Offeror or Contractor:

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,500.00, 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 ;

(2) Any order for a combination of items in excess of ; or

(3) A series of orders from the same ordering office within 5 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 -5- 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)

I-85 52.216-22 INDEFINITE QUANTITY OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractors and Governments rights and obligations with respect to that order to the same extent as if the order were completed during the contracts effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after five (5) years.

(End of Clause)

I-86 52.219-17 SECTION 8(a) AWARD DEC/1996

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the Rock Island Contracting Center (RICC) the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the RICC Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

| | | |
|---------------------------|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued | Page 14 of 37 |
| | PIIN/SIIN W52P1J-11-R-0021 | MOD/AMD |

Name of Offeror or Contractor:

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the Disputes clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the RICC.

(End of Clause)

I-87 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS JUN/2003

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBAs 8(a) Program and which meet the following criteria at the time of submission of offer --

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(2) The SBA's will notify the Rock Island Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of Clause)

I-88 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

Name of Offeror or Contractor:

(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 the following 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) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination --

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 16 of 37

PIIN/SIIN W52P1J-11-R-0021

MOD/AMD

Name of Offeror or Contractor:

(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:

I-89 252.219-7009 SECTION 8(a) DIRECT AWARD

SEP/2007

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

Illinois District Office
500 West Madison Street, Suite 1150
Chicago, Illinois 60661-2511
Telephone 312-353-4529
Fax 312-886-5688

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The 8(a) Contractor agrees that

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBAs 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of clause)

I-90 52.228-4567 REQUIRED INSURANCE
(RICC)

DEC/2010

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, |

| | | |
|---------------------------|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued | Page 17 of 37 |
| | PIIN/SIIN W52P1J-11-R-0021 | MOD/AMD |

Name of Offeror or Contractor:

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-91 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-92 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (DEVIATION 2009-00009) MAY/2004

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

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

Name of Offeror or Contractor:

"HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"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 small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern" means a small business concern that represents, as part of its offer that it meets the criteria consistent with 13 CFR 124.1002--

(1) Not less than 51 percent of which is unconditionally and directly owned by one or more socially and economically disadvantaged individuals who are citizens of the United States, the management and daily business operations of which are controlled by one or more socially and economically disadvantaged individuals; and

(2) Where the concern is owned by one or more individuals, and each individual represents that their net worth does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2).

"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.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

I-93

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

| | | |
|---------------------------|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued | Page 19 of 37 |
| | PIIN/SIIN W52P1J-11-R-0021 | MOD/AMD |

Name of Offeror or Contractor:

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 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-94 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-95 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 20 of 37**

PIIN/SIIN W52P1J-11-R-0021

MOD/AMD

Name of Offeror or Contractor:

(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-96

52.201-4500
LOCAL

AUTHORITY OF GOVERNMENT REPRESENTATIVE

FEB/1993

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)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 21 of 37**

PIIN/SIIN W52P1J-11-R-0021

MOD/AMD

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 | PERFORMANCE WORK STATEMENT | 01-DEC-2010 | 009 | EMAIL |
| Attachment 0002 | PRICE ESTIMATE SPREADSHEET | 18-JAN-2011 | 001 | EMAIL |
| Attachment 0003 | TECHNICAL ESTIMATE SPREADSHEET | 18-JAN-2011 | 001 | EMAIL |

Name of Offeror or Contractor:

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

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

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> |
|-----|------------------------|---|-------------|
| K-1 | 252.209-7001 | DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY | JAN/2009 |
| K-2 | 252.209-7002 | DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT | JUN/2010 |
| K-3 | 252.227-7017 | IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS | JUN/1995 |
| K-4 | 252.227-7028 | TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT | JUN/1995 |
| K-5 | 52.204-8 | ANNUAL REPRESENTATIONS AND CERTIFICATIONS | OCT/2010 |

(a)(1) The North American Industry classification System (NAICS) code for this acquisition is 562112.

(2) The small business size standard is 12.5M.

(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 12.5M.

(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) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vi) 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.
- (vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (viii) 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.
- (ix) 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.
- (x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xi) 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.
- (xii) 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.
- (xiii) 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.
- (xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvi) 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 \$67,826, the provision with its Alternate II applies.
- (xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.
- (xix) 52.225-25, Prohibition on Engaging in Sanctioned Activities Relating to Iran -- Certification. This provision applies to all solicitations.
- (xx) 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

Name of Offeror or Contractor:

(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) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

___ (ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

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

___ (A) Basic.

___ (B) Alternate I.

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

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

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

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

___ (viii) 52.223-13, Certification of Toxic Chemical Release Reporting.

___ (ix) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (x) 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 at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically 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.

Table with 4 columns: FAR Clause, Title, Date, Change. The table is currently empty.

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-6 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (52.204-8) MAY/2010

Substitute the following paragraph (d) for paragraph (d) of the provision at FAR 52.204-8.

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 25 of 37****PIIN/SIIN** W52P1J-11-R-0021**MOD/AMD**

Name of Offeror or Contractor:

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

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

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

(End of Clause)

| | | |
|---------------------------|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued | Page 26 of 37 |
| | PIIN/SIIN W52P1J-11-R-0021 | MOD/AMD |

Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

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> |
|-----|------------------------|--|-------------|
| L-1 | 52.215-1 | INSTRUCTIONS TO OFFERORS--COMPETITIVE (JAN 2004) -- ALTERNATE II (OCT 1997) | OCT/1997 |
| L-2 | 52.222-24 | PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION | FEB/1999 |
| L-3 | 52.237-1 | SITE VISIT | APR/1984 |
| L-4 | 52.211-14 | NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE | APR/2008 |

Any contract awarded as a result of this solicitation will be [] DX rated order; [X] DO rated order; certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of Provision)

| | | | |
|-----|----------|---------------------|----------|
| L-5 | 52.215-5 | FACSIMILE PROPOSALS | OCT/1997 |
|-----|----------|---------------------|----------|

(a) Definition.

Facsimile proposal, as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is: 309-782-8002.

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document --

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(End of Provision)

| | | | |
|-----|----------|------------------|----------|
| L-6 | 52.216-1 | TYPE OF CONTRACT | APR/1984 |
|-----|----------|------------------|----------|

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

| | | |
|---------------------------|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued | Page 27 of 37 |
| | PIIN/SIIN W52P1J-11-R-0021 | MOD/AMD |

Name of Offeror or Contractor:

(End of Provision)

L-7 52.233-2 SERVICE OF PROTEST SEP/2006

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Rock Island Contracting Center
ATTN: CCRC-I/Cindy K. Wagoner
1 Rock Island Arsenal
Rock Island, IL 61299-8000 US

(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-8 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 <https://webportal.saalt.army.mil/saal-zp/procurement/afars.doc>

L-9 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-10 52.212-4501 ELECTRONIC AWARD NOTICE APR/2001
 LOCAL

(a) Any contract awarded as a result of this solicitation will be posted to the Internet for downloading and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above.

\~

(b) Notice of award to the awardee will be issued only via electronic mail. Vendors who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Internet to determine if he/she has received an award. In this event, the vendors failure to check the Internet and download a copy of the award in a timely manner shall not be an excuse for failure to perform on grounds for a delivery schedule extension.

\~

(c) Notice of award to unsuccessful offerors shall be issued only via electronic mail, Federal Business Opportunities (FedBizOpps), and the Army Single Face to Industry (ASFI) web site. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided and it shall be the sole responsibility of the vendor to

Name of Offeror or Contractor:

periodically check the ASFI at <https://acquisition.army.mil/asfi/> or FedBizOpps <http://www.fedbizopps.gov/> to determine if an award has been made. In this event, the vendors failure to check these sites to determine if an award has been made shall not constitute grounds for an extension of the ten (10) day protest period allowed in the regulations.

\~

Vendors Electronic Mail Address: _____

\~

(End of provision)

(LS7100)

L-11 52.214-4584 HAND-DELIVERED BIDS, QUOTES, OR PROPOSALS OCT/2010
LOCAL

(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, 3rd 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-12 52.215-4583 DISCLOSURE OF UNIT PRICES FEB/2004
LOCAL

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-13 52.233-4503 AMC-LEVEL PROTEST PROGRAM DEC/2010

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

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 29 of 37

PIIN/SIIN W52P1J-11-R-0021

MOD/AMD

Name of Offeror or Contractor:

HQ, Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
9301 Chapek Rd 2-1SE3401
Fort Belvoir VA 22060-5527

Facsimile number (703) 806-8866/8875
Voice Number (703) 806-8762

Packages sent by FedEx or UPS should be addressed to:

HQ Army Materiel Command
Office of Command Counsel
Room 2-1SE3401
1412 Jackson Loop
Ft. Belvoir, VA 22060-5527

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)

1. General Information.

The government contemplates award of a five year Firm Fixed Price Indefinite Delivery Indefinite Quantity (IDIQ) contract to perform the requirements of the Performance Work Statement (PWS). Task orders will be awarded based on Period of Performance.

Offerors are instructed to develop their proposals based on the information contained in the PWS.

2. Proposal Submission.

Offerors shall submit their proposals in accordance with this section. Offerors should thoroughly review sections L&M prior to submitting a proposal. The government shall use the following factors to determine the best overall proposal: Technical, Performance Risk, and Price.

a. Offerors shall submit two hardcopies of their original proposals in three-ring binders. Each volume shall be in its own binder. A complete proposal shall contain a cover letter, an index, and separate volumes as indicated below.

VOLUME 1: Technical
VOLUME 2: Performance Risk
VOLUME 3: Price

b. Offerors shall also provide two electronic copies of each volume. If there is a discrepancy between the hardcopy proposal and the electronic proposal, the electronic proposal will take precedence.

c. Offerors shall submit the hardcopies and electronic copies of the three volumes of the original proposal to:

Rock Island Contracting Center
ATTN: Ms. Cindy Wagoner, CCRC-I
1 Rock Island Arsenal
Bldg. 60, 3rd Floor
Rock Island, IL 61299-8000
Email *HYPERLINK "mailto:Cindy.kay.wagoner@us.army.mil"Cindy.kay.wagoner@us.army.mil

d. Proposals shall use standard letter size paper and all pages shall be numbered. Graphs and spreadsheets may be included using legal paper size.

e. Offerors shall provide sufficient detail in a clear and concise manner to address each evaluation factor completely and logically. The Government does not desire excess verbiage, unnecessary and elaborate brochures, or lengthy, repetitious, disorganized

Name of Offeror or Contractor:

presentations beyond that sufficient to present a complete and effective offer. Deficiencies, whether informational or technical (e.g., failure of a proposal to comply with solicitation requirements, failure to provide a technical approach or information regarding an area to be evaluated, failure to address the Performance Work Statement) may be cause for elimination from the competitive range or rejection of an offer. Unsupported promises to comply with the contractual requirements will not be sufficient. Proposals must not merely reiterate the contractual specifications, but rather must provide convincing documentary evidence of how the offeror shall meet contract requirements.

f. The Government presumes the offerors proposal represents its best effort to respond to the solicitation. The proposal shall explain any inconsistency, whether real or apparent, between proposed performance and cost or price.

g. The successful offerors proposed technical approach may be incorporated into the contract in whole or in part.

3. Volume I Technical

This volume shall be limited to 30 pages. The Government will not read or evaluate pages exceeding prescribed page limitations. We will remove excess pages from the proposals. Page limitations do not include table of contents, cross reference matrices, section tabs or the NRC license, DODELAP certification or broker certification. Cover letters and proposal introductions shall not exceed a total of five pages combined. Offerors shall provide the following:

a. Technical Approach. Offerors shall submit their proposed approach for completing the work called out for each task in the Performance Work Statement (PWS). If the offeror will use subcontractors in this effort, they should identify the sub-contractors along with a full description of the services they will be providing. Offerors shall thoroughly describe their proposed approach to meeting the objectives and provide priorities, timelines and schedules, with supporting rationale. Offerors shall provide sufficient information on their technical approach to allow a technical evaluation of the proposed technical approach. Information should include a typical timeline showing the cycle time in calendar days from loading of a bulk container until that container is ready for reuse. This should include time for sampling, analysis of samples, review of sample results, completion of shipping papers and scheduling of shipment, shipment of material, unloading of material and return of containers and preparation for reuse. Information should include proposed type of containers, expected net and gross weight of the container and gross weight of the conveyance(s) when shipping and the method of shipment. Proposals shall include the types and quantities of all equipment and supplies they intend to be used to complete this project. Offerors shall identify and describe the Federal, State and local requirements for the transportation, packaging, storage and disposal of the materials on site. They should also describe how they will comply with these requirements. Offerors shall identify the planned method(s) of transportation and the disposal sites that they will use for final disposition of each type of material. As part of their proposal, offerors shall provide a completed Attachment D Technical Estimate Spreadsheet. In Attachment D offerors shall identify each work element, the number of units, and units of measure for each task worksheet. The offeror shall not leave any of the work elements blank. The estimated quantities provided in Attachment D, whether developed by the government or the offeror, will be used for evaluation purposes and must be supported by the proposed approach. Offerors shall provide in their proposal:

i) A copy of the Nuclear Regulatory Commission (NRC) license they intend to use for the work they will conduct under this PWS. The NRC License must be held by the 8a Company. State Agreement Licenses do not fulfill long term activity commitments required for this project.

ii) A copy of the DODELAP certification for the intended laboratory or laboratories. They shall also specify the location of the laboratory.

iii) A copy of the JMC certification for any broker the contractor intends to use.

b. Project Personnel. Offerors shall submit the titles, classification and resumes for key project personnel. Offerors shall submit a staffing plan, which clearly illustrates the key elements of the organizational structure, proposed to accomplish the management, technical and administrative services required, including subcontractors. Offerors shall identify project management and key technical personnel within each discipline and shall discuss past experience, training, and experience in the field of each, as it relates to this project. Key staff resumes shall also be included. Offerors shall present a detailed organization chart showing the interrelations of personnel/companies and the hierarchy for this project. Offerors shall clearly identify personnel duties and responsibilities as well as sub-contractors duties and responsibilities. As part of the proposal, offerors shall provide a listing of the proposed labor categories of all personnel, a description of each labor category, the proposed hours for each labor category and convey how those hours will be distributed throughout the project. The intent is to allow the government to evaluate whether the proposed labor is consistent with the proposed technical approach.

c. Quality control methods. The offerors shall describe the firm's quality control program, namely the distinguishing policies and procedures that they will implement to assure a complete, accurate, and quality product. Discuss which policies/procedures will be in place for this project and describe how they will assist the offerors in the performance and successful completion of this project. The offerors shall provide proof that they can obtain the required insurances to perform this project. Offerors shall note that the minimum amount of environmental liability insurance must be equal to one half of the total evaluated price.

d. Locality Preference. In accordance with DFARS 226.7102, Businesses located in the vicinity of a military installation that is being closed or realigned under a base closure law, including [\HYPERLINK "http://web2.westlaw.com/find/default.wl?tf=-1&rs=WLW10.02&fn=_top&sv=Split&docname=10USCAS2687&tc=-"](http://web2.westlaw.com/find/default.wl?tf=-1&rs=WLW10.02&fn=_top&sv=Split&docname=10USCAS2687&tc=-)

Name of Offeror or Contractor:

l&pbcd44a895b&ordoc=1996300121&findtype=L&db=1000546&vr=2.0&rp=%2ffind%2fdefault.wl&mt=ArmyJAG" \\t "_top"10 U.S.C. 2687, and small and small disadvantaged businesses shall be provided maximum practical opportunity to participate in acquisitions that support the closure or realignment, including acquisitions for environmental restoration and mitigation. Offerors shall submit a list of local sub-contractors and personnel, along with a current address. Offerors shall clearly identify Sub-contractor and personnel duties and responsibilities. If offerors currently employ no local personnel or sub-contractors, offerors shall specifically identify and commit to a plan to hire residents of the vicinity of the former NAVSTA, Treasure Island, CA. This vicinity includes San Francisco County, as well as the following adjacent counties: San Mateo, Contra Costa, Alameda and Marin.

4. Volume II Performance Risk:

Performance Risk, as used in this solicitation is defined as those risks associated with the probability an Offeror will successfully perform the solicitation requirements as indicated by the Offerors record of relevant past and current contract performance.

Volume II shall contain the Offerors proposed:

- a. Contract References: The Offeror shall submit with its initial proposal contract references representing their recent, relevant performance under Government (Federal, state, local) and/or commercial contracts. The Offeror shall submit no more than five (5) contract references.
- b. Recent Contracts are defined as prime contracts, task orders, delivery orders, or subcontracts where services or deliverables were performed, or still being performed, anytime within approximately three (3) years of issuance of this Request for Proposal (RFP). The Government reserves the right to consider any significant past performance after the solicitation closing date and prior to award.
- c. Relevant means contracts/task orders that demonstrate the Offeror has successfully provided or is currently providing services to dispose of hazardous waste and the associated services for the disposition of radioactively impacted waste materials similar in scope and complexity to the Performance Work Statement (PWS) requirements of this RFP.
- d. The in-house performance of the referenced contracts may be considered of greater relevance and a greater predictor of success than the outsourcing of such services.
- e. The degree of which contracts are of a comparable complexity to the proposed effort may also be considered in determining relevance.
- f. The following information is required with respect to each contract reference:

1. Contract Number: (include task/delivery order number in the case of Indefinite Delivery, GSA, or BPA type contracts)
2. Describe the type of Service(s) or deliverables provided under the contract to include a description of the contracts relevance to the current procurement
3. Award date, start work date, and completion of contract performance date
4. Contract award value, current value, and final projected value
5. Contract Type (fixed price, cost reimbursable, time and materials, etc)
6. Provide the percent of the contract subcontracted or outsourced
7. Location of performance
8. For work performed as:
 - a. Subcontractor, provide the name of the prime contractor (DUNS & CAGE) , point of contact within the prime contractor organization with their name, job title, current address, e-mail address, telephone and fax numbers).
 - b. Prime contractor, provide the customer and mailing address, points of contact, including job titles, telephone and fax number and email addresses
 - c. Government contractor, provide the contracting activity name, address, Procurement Contracting Officer's and/or the Administrative Contracting Officers name, e-mail address, and telephone and fax numbers to include the Government technical representative/Contracting Officer Representative (COR), and current e-mail address, telephone and fax numbers.

The contract information to be provided with each contract reference is on the attached Contract Performance Questionnaire.

Name of Offeror or Contractor:

(Attachment F). Offerors are required to complete a separate questionnaire for each contract reference. Ensure that all point(s) of contact, including names, job titles, telephone and fax numbers, and email addresses are listed on the questionnaire. The survey questionnaires are to be provided to the government, which will decide which reference(s) to survey.

Subcontractor Performance References: If the Offeror intends to subcontract in excess of 25% of the total proposed contract value or is considered critical to performance of the contract, the Offeror shall identify the proposed subcontractor(s). For each identified subcontractor, no more than three (3) recent and relevant contract references. The contract information as required for the Offerors contract references shall also be provided for the subcontractor contract references.

For each subcontractor, the Offeror shall include a release statement authorizing the Government to evaluate the subcontractors past performance. The Offeror shall include in its proposal the written consent of its proposed subcontractor(s) allowing the government to discuss the subcontractor's past performance evaluation with the Offeror during negotiations.

Other Contracts: In addition to the above contract references, the Offeror shall identify every relevant contract it was awarded that experienced any performance problems related to deliverables or services; and every recent contract that was terminated, or cancelled for any reason, in whole or in part within the past three (3) years of issuance of this Request for Proposal (RFP).

For any contract falling under the descriptions above, provide all of the information listed in the preceding paragraph, plus:

- a. Provide a copy of any cure notices or show cause letters received
- b. Provide a copy of any Contract Deficiency Report (CDR)
- c. Identify reason for any termination
- d. State any corrective actions taken to avoid recurrence
- e. Describe the extent to which the corrective action has been successful, identifying points of contact who can confirm the success of the corrective measures
- f. Describe in detail any performance problems that include internal/external customer complaints and/or CDRs.
- g. Identify any Safety or Environmental related incidents that resulted in a fine or penalty

The number of contract references provided in response to this paragraph is unlimited.~If there are no contracts meeting the description above, the Offeror must so state that.

New Corporate Entities: New corporate entities may submit data on prior contracts involving its officers and employees. However, in addition to the other requirements in this section, the Offeror shall discuss in detail the role performed by such persons in the prior contracts cited. Information should be included as described in the paragraphs above.

All of the above documentation must be submitted with your proposal. This does not count as part of the page limit. The government will select those firms to survey from the list the Offeror submits. The government may survey one or all of those submitted.

5. Volume III-Pricing

This volume does not contain a page limitation. The Government reserves the right to request additional cost data to evaluate the offerors proposal. Prices proposed must reflect the use of prudent judgment and sound business practice, and they must be consistent with the offerors Technical Volume. Offerors shall provide their proposed unit prices for the quantities solicited in the Pricing Matrix, Attachment E of the solicitation. All quantities provided in Attachment E are estimates, whether they are developed by the government or the offeror, and will be used for evaluation purposes. The proposed unit prices shall be the prices used by the Government to calculate the evaluated total price.

All prices for this acquisition shall be stated in U.S. dollars. The time period for the pricing period is defined in the Pricing Matrix. The proposal shall consist of:

1. Two electronic copies of the filled-out Pricing Matrix and two paper copies of the filled-out Pricing Matrix. The electronic copies of the filled-out Pricing Matrix should be submitted on single-write CD ROMs to prevent accidental erasure or change of the data therein. Worksheets shall be submitted in Excel format with working formulas.
2. Any additional information considered necessary to explain the proposed pricing.

The following is instructions for the completion of the Pricing Matrix:

| | | |
|---------------------------|---|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W52P1J-11-R-0021 MOD/AMD | Page 33 of 37 |
|---------------------------|---|----------------------|

Name of Offeror or Contractor:

1. The offeror shall enter its full name in the space provided.
2. All information to be filled in by the offeror is highlighted on the Pricing Matrix in blue.
3. For CLINs in which the USG has not supplied an estimated quantity, the offeror shall enter the quantity for each CLIN in the applicable Ordering Period.
4. Offerors are required to state binding prices. The offeror shall enter unit prices for each range in the spaces provided. The spreadsheet will limit the display of the offered unit prices to two decimal places.
5. No other information is to be added to the Pricing Matrix, nor shall offerors make any changes to the Pricing Matrix.
6. In the event of a discrepancy in unit prices between the electronic and paper copies of the Pricing Matrix, the prices contained in the electronic copy shall prevail.

With respect to pricing, the proposal response is presumed to represent the offerors best effort to respond to the solicitation. Any significant inconsistency between promised performance and price should be explained in the offer. For example, if the use of new and innovative techniques has an impact on unit price, their impact on price should be explained by the offeror. If a management decision has been made to absorb a portion of the program costs that have not been included in the proposed pricing, that decision should be stated and quantified in the proposal. Any significant inconsistency, if not explained, raises a fundamental issue of the offerors understanding of the nature and scope of the work required, and may be grounds for rejection of the proposal. The burden of proof as to price credibility rests with the offeror.

*** END OF NARRATIVE L0001 ***

| | | |
|---------------------------|---|---|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W52P1J-11-R-0021 | Page 34 of 37 MOD/AMD |
|---------------------------|---|---|

Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

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.

A. Basis for Award:

The Government will make one award based on the evaluation of three (3) factors: Technical, Performance Risk and Price.

Order of Importance: Technical factor is significantly more important than both the Performance Risk factor and the Price factor when considered individually and slightly more important than both the Performance Risk factor and the Price factor when combined. Performance Risk is slightly more important than Price. The non-price factors, when combined are significantly more important than Price. Although price is not the most important element it could become a controlling factor as offers under the non-price factors tend to equalize. The government shall evaluate all non-price factors in an adjectival and narrative manner. Under a trade-off analysis, the Government reserves the right to make an award to other than the offeror who submits the lowest overall evaluated price.

The government may reject Any proposal that the government views as unrealistic in terms of any of the evaluation factors. The Government will evaluate each proposal strictly in accordance with its content and will not assume that performance will include areas not specified in the offerors proposal.

The Government intends to evaluate proposals and award a contract without discussions with offerors except clarifications as described in FAR 15.306(a). Therefore, the offerors initial proposal should contain the offerors best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. 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.

B. Rejection of Offers:

The Government may reject any proposal deemed unacceptable which:

- a. Merely offers to perform work according to the RFP terms or fails to present more than a statement indicating its capability to comply with the RFP terms without support and elaboration as specified in Section L of this solicitation.
- b. Reflects an inherent lack of technical competence or a failure to comprehend the complexity and risks required to perform the RFPs requirements due to submission of a proposal, which is unrealistically high or low in price and/or unrealistic in terms of technical commitments.
- c. Contains any unexplained significant inconsistency between the proposed effort and price or cost, which implies the offeror has (1) an inherent misunderstanding of the performance work statement, or (2) an inability to perform the resultant contract.
- d. Is unbalanced across multiple tasks or CLINs. An unbalanced offer is one that has costs significantly higher or lower for one given CLIN versus another CLIN. There must be a direct relationship between the effort expended and its cost for each CLIN.
- e. Does not meaningfully follow the Proposal Preparation Instructions specified in Section L of this solicitation.

C. Responsibility:

Pursuant to FAR 9.103, contracts will only be placed with contractors that they determine to be responsible. Offerors must be able to demonstrate that they meet the standards of responsibility set forth in FAR 9.104. The Government reserves the right to conduct a pre-award survey on any and all offerors. The Government reserves the right to reject an offer that does not meet the standards of responsibility.

D. Factors and Subfactors to be Evaluated:

- 1. Factor I Technical. Technical consists of four sub factors, Technical Approach, Key Personnel, Quality Control Methods and

Name of Offeror or Contractor:

Locality. Technical Approach is slightly more important than Key Personnel, Quality Control Methods and Locality combined. Key Personnel, Quality Control Methods and Locality are equally important.

Subfactors of Factor I - Technical:

- a. Technical Approach
- b. Key Personnel
- c. Quality Control Methods
- d. Locality

2. Factor II Performance Risk

3. Factor III Price

E. Factor and Subfactor Evaluations:

The Government will evaluate the Technical proposals (Volume I) submitted to determine the extent to which offerors have demonstrated their knowledge and ability to perform the requirements of the Performance Work Statement (PWS). Evaluators shall assess strengths and weaknesses. The Government will also assess the degree of proposal and performance risk associated with each proposal. An overall technical rating will be assigned, in addition to those assigned for each technical subfactor, using the following adjectival ratings:

ADJECTIVEDEFINITION AND CRITERIA**Outstanding**

The offeror has completely demonstrated that it has the knowledge, skills and ability to perform the efforts in the Performance Work Statement. The proposal offers numerous significant strengths, which are not offset by weaknesses, with an overall low degree of risk in meeting the Governments requirements.

Good

The offeror has effectively demonstrated that it has the knowledge, skills and ability to perform the efforts in the Performance Work Statement. The proposal offers some significant strengths or numerous strengths, which are not offset by weaknesses with an overall low to moderate degree of risk in meeting the Governments requirements.

AcceptableThe offeror has adequately demonstrated that it has the knowledge, skills and ability to perform the efforts in the Performance Work Statement. The proposal offers a minimal understanding of the requirements, with an overall moderate to high degree of risk in meeting the Governments requirements.

Unacceptable

A proposal that contains a major error(s), omission(s) or deficiency(ies) that indicates a lack of understanding of the requirements or an approach that cannot be expected to meet requirements or involves a very high risk? and none of these conditions can be corrected without a major rewrite or revision of the proposal.

Factor 1. Technical:

A. Technical Approach

The government shall evaluate the offerors Technical Approach to see how well it addresses the requirements called out in the PWS. The government shall evaluate the estimated quantities of equipment and supplies to ensure they are realistic in accordance with the proposed approach and the PWS. The evaluation will assess whether there is an efficient use of manpower and materials, including use of subcontractors, and whether proposed timelines are logical, reasonable and can be achieved based on the offerors approach. The government shall review the proposed NRC license, laboratory certification and broker certification to ensure they meet the requirements of the PWS. The 8a contractor must have an NRC License due to the longevity of the project. Agreement state license do not meet the long term requirements demanded by this project. The evaluation shall include an assessment of the timelines and shipping method(s) proposed including the choice of appropriate containers.

| | | |
|---------------------------|---|--|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W52P1J-11-R-0021 | Page 36 of 37 MOD/AMD |
|---------------------------|---|--|

Name of Offeror or Contractor:

B. Key Personnel

The government shall evaluate the offerors Key Personnel information to ensure that the personnel have the requisite experience to accomplish the management, technical and administrative services required for this project successfully. The offeror must demonstrate that the interrelations of personnel/companies/contractors and the hierarchy that they will follow is logical and will facilitate efficient project performance. The evaluation shall include an assessment of whether the proposed labor categories and quantities are consistent with the proposed approach and PWS requirements.

C. Quality Control Methods

The government shall evaluate the offerors Quality Control Methods to determine if the contractor is proposing adequate policies and procedures to ensure the work they will perform under this contract will be of an acceptable quality. The government shall also evaluate the Supporting documentation to ensure the offeror can fulfill the insurance requirements specified in the PWS.

D. Locality

The Government will evaluate proposals using adjectival factors for locality. The factors for locality will be acceptable and non-acceptable. Proposals that propose local hires or have a plan in place, will be acceptable. Proposals that do not propose local hires and have no plan in place, will be non-acceptable.

Factor 2. Performance Risk:

Past performance information is evaluated as a predictor of future contract performance. Using past performance information for each Offeror, the Government will assess the probability that the requirements will be successfully completed in accordance with contract terms.

Offeror refers to the prime contractor and all proposed major subcontractors. A major subcontractor is defined as one whose subcontract will be for more than 25% of the total proposed price or is considered critical to performance of the contract. The prime contractor and proposed major subcontractors will be assessed individually and the results will then be assessed in their totality to determine the Offerors Performance Risk rating

In evaluating performance history, the Government may review the Offerors current and prior performance record of complying with all aspects of its contractual agreement.

In conducting the past performance evaluation, the Government may use information obtained from other sources, or may use information with regard to other contracts performed by the Offeror of which it has knowledge, whether or not those contracts are disclosed to the Government by the Offeror.

The Government may consider the currency, degree of relevance, source and context of the past performance information it evaluates as well as general trends in performance, and demonstrated corrective actions. A significant achievement, problem/problem resolution or lack of relevant data in any element can become an important consideration in the selection process. A negative finding in any element may result in an overall high-risk rating.

The Government may also consider past performance information regarding predecessor companies, key personnel, other corporate entities or subcontractors where such information is relevant to this acquisition.

Offerors' past performance will be rated as follows:

- 1) Low Risk: Based on the Offerors past performance, little doubt exists that the Offeror will successfully perform the required effort.
- 2) Moderate Risk: Based on the Offerors past performance, some doubt exists that the Offeror will successfully perform the required effort.
- 3) High Risk: Based on the Offerors past performance, significant doubt exists that the Offeror will successfully perform the required effort.
- 4) Unknown Risk: The Offeror had little or no recent/relevant past performance upon which to base a meaningful performance risk prediction. This will be rated as neutral (neither favorable nor unfavorable). While a rating of unknown risk is neither favorable nor unfavorable, it may be used by the SSA as part of a trade-off analysis.

The Government is not required to interview all points of contact identified by Offerors.

It is the responsibility of the Offeror to provide complete past performance information and thorough explanations as required

| | | |
|---------------------------|---|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W52P1J-11-R-0021 MOD/AMD | Page 37 of 37 |
|---------------------------|---|----------------------|

Name of Offeror or Contractor:

by Section L.

The Government is not obliged to make another request for the required information.

Factor 3. Price:

1. Price Analysis: Price analysis shall be used to determine (A) price reasonableness; and (B) whether the proposal reflects an understanding of the effort required. Additional analysis techniques may be used as determined necessary by the procuring contracting officer. These methods of evaluation may include the use of information/input from sources such as (but not limited to) other Government agencies and personnel.

2. Unbalanced Pricing: As part of the evaluation, proposals may be reviewed to identify any significant unbalanced pricing found between pricing periods, quantity ranges, contract line items or sub-line items as applicable. In accordance with FAR 15.404-1(g), i.e., Unbalanced Pricing, a proposal may be rejected if the contracting officer determines the lack of balance poses an unacceptable risk to the Government.

3. The total evaluated price will be derived from the Pricing Matrix. The total evaluated price is identified as Total Evaluated Price as shown at the bottom of the Pricing Matrix (this is highlighted in yellow). For each CLIN the Government will calculate an Ordering Period Total by multiplying the proposed unit prices by the quantity (either proposed or given by the USG) for the ordering period and summing their totals. The Total Evaluated Price will be determined by adding the Ordering Period Totals for each of the five Ordering Periods, and any other price related evaluation factors required by the solicitation. This is the amount that will be used for the purpose of selecting the apparently successful offeror from a pricing standpoint. If an offeror fails to propose for all CLINs and Ordering Periods, the Government may reject that offer as unacceptable.

*** END OF NARRATIVE M0001 ***