

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating NONE	Page of Pages 1 51
2. Contract Number	3. Solicitation Number W52P1J-14-R-0060	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		5. Date Issued 2014APR04	6. Requisition/Purchase Number SEE SCHEDULE
7. Issued By ARMY CONTRACTING COMMAND - RI CCRC-FE ROCK ISLAND, IL 61299-8000 BLDGS 60 & 62		Code W52P1J	8. Address Offer To (If Other Than Item 7)		

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 02:00pm (hour) local time 2014MAY05 (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 LANA GRAW	B. Telephone (No Collect Calls)		C. E-mail Address LANA.GRAW@US.ARMY.MIL
		Area Code (309)	Number 782-0502	Ext.

11. Table Of Contents

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OFFER (Must be fully completed by offeror)

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

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

13. Discount For Prompt Payment (See Section I, Clause No. 52.232-8)	<input type="checkbox"/> 10 Calendar Days (%)	<input type="checkbox"/> 20 Calendar Days (%)	<input type="checkbox"/> 30 Calendar Days (%)	<input type="checkbox"/> Calendar Days (%)
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14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	Amendment No.	Date	Amendment No.	Date

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

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

AWARD (To be completed by Government)

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

22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()	23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	Item 25
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24. Administered By (If other than Item 7)	Code	25. Payment Will Be Made By	Code

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

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

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Name of Offeror or Contractor:		

SECTION A - SUPPLEMENTAL INFORMATION

THE FOLLOWING AMENDMENTS HAVE BEEN INCORPORATED

0001
0002
0003

Buyer Name: LANA GRAW
Buyer Office Symbol/Telephone Number: CCRC-FE/(309)782-0502
Type of Contract: Firm Fixed Price
Kind of Contract: Service Contracts

*** End of Narrative A0000 ***

Solicitation Executive Summary

1. The Enhanced Army Global Logistics Enterprise (EAGLE) program will be used to procure logistics services requirements, that includes Material Maintenance Services, Retail/Wholesale Supply Services and Transportation Support Services relating to, but not limited to, Continental United States (CONUS) and Outside Continental United States (OCONUS) operations in logistical readiness centers, the Army's prepositioned stocks program, and other potential logistical support services required by the Army customers.

a. The purpose of this Request for Proposal (RFP) is to allow for all Non-Basic Ordering Agreement (BOA) Holders an opportunity to submit a proposal for evaluation to potentially obtain an executed EAGLE BOA.

b. As outlined in EAGLE Execution Business Rules, Section H - 1.e. of the executed BOAs, "BOA Holders determined acceptable under Step Two who wish to have a new approach evaluated, including adding or changing teammates per EAGLE Execution Rule 2(b), may do so during the annual review of the BOA or in response to a special/emergent requirement BOA RFP." All current EAGLE BOA Holders will be contacted under separate cover letters with the detailed procedures for submitting revised teaming approaches during this Request for Proposal (RFP) process.

2. The Government will procure the EAGLE requirements utilizing the multi-step procurement process outlined below.

a. Step 2: The Government will execute no cost BOAs to Offerors whose proposals in response to this solicitation, W52P1J-14-R-0060, are found acceptable based on the criteria stated in Section M. The BOAs will be effective the date of the BOA execution through 28 September 2017.

i. The Offeror's attention is directed to Section L and the submission requirements stated therein. Failure to provide proposals in accordance with the instructions/format specified in the RFP shall render the Offerors proposal noncompliant. The proposal will not be further evaluated and will not be considered for receipt of an executed BOA. See Section M for information on proposal evaluation and the basis of BOA execution.

ii. Offerors should note the provision at FAR 52.215-1, Instructions to Offerors Competitive Acquisition. The Government intends to execute BOAs without discussions with Offerors (except clarifications described in FAR 15.306(a)). The Government does however, reserve the right to open discussions if determined necessary by the Procuring Contracting Officer.

iii. No pricing information is requested at this time.

iv. The execution of a BOA does not guarantee that the Government will place future contracts or orders with the Offeror.

v. This solicitation includes clauses that may apply to future Task Order Requirements. The Task Order Request for Proposals will provide all required provisions and clauses applicable to that specific requirement.

vi. Only Army Contracting Command-Rock Island (ACC-RI) is authorized to execute, modify, and undertake annual reviews of BOAs resulting from this solicitation. Activities under Army Contracting Command are authorized to execute orders under BOAs resulting from this solicitation with ACC-RI's approval.

vii. The closing date and time for this Request for Proposal is identified on page 1 of this solicitation. Offerors interested in submitting a proposal must respond to this solicitation by the closing date and time. Offerors should note they must first submit a proposal in response to this solicitation in order to compete and be considered for award for the upcoming EAGLE task orders listed in 2.b (Step 3) below.

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Name of Offeror or Contractor:

b. Step 3: The PCO will issue competitive Task Order Requests (TORs) for specific requirements that will result in one (1) Requirements Task Order per installation. A list of new requirements was synopsisized under Solicitation Number W52P1J-14-R-0060 and is listed below:

Ft. McCoy, WI - The contractor will provide logistical support, including but not limited to the following functional areas: Field and sustainment level maintenance on tactical and non-tactical equipment which could include: routine tactical maintenance back-up. Transportation requirements could include providing Transportation Motor Pool (TMP), Personal Property Shipping Office (PPSO); rail operations, deployment/redeployment operations; and freight service operations. Supply requirements could include Asset Management (Installation Property Book and Equipment Management; Supply Support Activity (SSA) Management (Classes of Supply include I, II, IIIP, IV, VII and IX), Central Issue Facility (CIF) Operations, bulk fuel operations, and Ammunition Supply Operations and Ammunition Supply Point (ASP) Management. It is anticipated that this requirement will be issued as a small business set-aside. SECRET Facility Clearance Required. Estimated release date of the Request for Proposal (RFP) is Jun 14. The estimated task order award is 1st Quarter FY 15.

Ft. Carson, CO - The contractor will provide logistical support, including but not limited to the following functional areas: Field and sustainment level maintenance on tactical and non-tactical equipment which could include: Life Cycle Management Command (LCMC) Maintenance Program, routine tactical maintenance back-up, and unit augmentation and back up maintenance programs. Transportation requirements could include providing Transportation Motor Pool (TMP), rail operations, deployment/redeployment operations; and freight service operations. Supply requirements could include Asset Management (Installation Property Book and Equipment Management; Supply Support Activity (SSA) Management (Classes of Supply include I, II, IIIP, IV, VII and IX), SSA packaging and crating operations, Central Issue Facility (CIF) Operations, bulk fuel operations, HAZMAT / HAZMART operations, and Ammunition Supply Operations and Ammunition Supply Point (ASP) Management. SECRET Facility Clearance Required. It is anticipated this requirement will be issued as an 8(a) set-aside. Estimated release date of the Request for Proposal (RFP) is Jun 14. The estimated task order award is 2nd Quarter FY 15.

White Sands Missile Range, NM - The contractor will provide logistical support including, but not limited to the following functional areas: Field and sustainment level maintenance on tactical and non-tactical equipment which could include: Life Cycle Management Command (LCMC) Maintenance Program, routine tactical maintenance back-up, and unit augmentation and back up maintenance programs. Transportation requirements could include providing Transportation Motor Pool (TMP), Personal Property Shipping Office (PPSO); rail operations, deployment/redeployment operations; and freight service operations. Supply requirements could include Asset Management (Installation Property Book and Equipment Management; Supply Support Activity (SSA) Management (Classes of Supply include I, II, IIIP, IV, VII and IX), SSA packaging and crating operations, Central Issue Facility (CIF) Operations, bulk fuel operations, HAZMAT / HAZMART operations, and Ammunition Supply Operations and Ammunition Supply Point (ASP) Management. SECRET Facility Clearance Required. It is anticipated that this requirement will be issued as a Small Business Set-Aside. Estimated release date of the Request for Proposal (RFP) is Oct 14. The estimated task order award is 3rd Quarter FY 15.

Ft. Riley, KS The contractor will provide logistical support including, but not limited to the following functional areas: Field and sustainment level maintenance on tactical and non-tactical equipment which could include: Life Cycle Management Command (LCMC) Maintenance Program, routine tactical maintenance back-up, and unit augmentation and back up maintenance programs. Transportation requirements could include providing Transportation Motor Pool (TMP), Personal Property Shipping Office (PPSO); rail operations, deployment/redeployment operations; and freight service operations. Supply requirements could include Asset Management (Installation Property Book and Equipment Management; Supply Support Activity (SSA) Management (Classes of Supply include I, II, IIIP, IV, VII and IX), SSA packaging and crating operations, Central Issue Facility (CIF) Operations, bulk fuel operations, HAZMAT / HAZMART operations, and Ammunition Supply Operations and Ammunition Supply Point (ASP) Management. SECRET Facility Clearance Required. It is anticipated that this requirement will be issued as a Small Business set-aside. Estimated release date of the Request for Proposal (RFP) is Oct 14. The estimated EAGLE task order award is 2nd Quarter FY 15.

Ft. Stewart, GA - The contractor will provide logistical support including, but not limited to the following functional areas: Field and sustainment level maintenance on tactical and non-tactical equipment which could include: Life Cycle Management Command (LCMC) Maintenance Program, routine tactical maintenance back-up, and unit augmentation and back up maintenance programs. Transportation requirements could include providing Transportation Motor Pool (TMP), Personal Property Shipping Office (PPSO); rail operations, (to include maintenance of Locomotive Engines), deployment/redeployment operations; container inspection, repair, movement, shipping, and freight service operations; limited augmentation supporting installation property book services. Supply requirements could include: Supply Support Activity (SSA) Management/stock readiness (Classes of Supply include I, II, IIIP, IV, VII and IX), Central Issue Facility (CIF) Operations. Ammunition Supply Point (ASP) operations and management. SECRET Facility Clearance Required. It is anticipated that this requirement will be issued as a small business set-aside. Estimated release date of the Request for Proposal (RFP) is Nov 14. The estimated EAGLE task order award is 3rd Quarter FY 15.

Ft. Drum, NY - The contractor will provide logistical support including, but not limited to the following functional areas: Field and sustainment level maintenance on tactical and non-tactical equipment which could include: Life Cycle Management Command (LCMC) Maintenance Program, routine tactical maintenance back-up, limited-potential sustainment level maintenance on tactical and non-tactical equipment which exceeds Logistics Readiness Center (LRC) capability and capacity, augmentation for ARFORGEN requirements, and unit augmentation and back up maintenance programs. Transportation requirements could include providing Personal Property Shipping Office (PPSO). SECRET Facility Clearance Required. It is anticipated that this requirement will be issued as a small business set-aside. Estimated release date of the Request for Proposal (RFP) is Nov 14. The estimated EAGLE task order award is 3rd Quarter FY 15.

Name of Offeror or Contractor:

Ft. Rucker, AL- The contractor will provide logistical support including, but not limited to the following functional areas: Field and sustainment level maintenance on tactical and non-tactical equipment which could include: routine tactical maintenance back-up, and unit augmentation and back up maintenance programs. Transportation requirements could include providing Transportation Motor Pool (TMP), Personal Property Shipping Office (PPSO); deployment/redeployment operations; and passport management, HAZMAT management, freight service operation. Supply requirements could include Asset Management (Installation Property Book and Equipment Management; Supply Support Activity (SSA) Management (Classes of Supply include I, II, IIIP, IV, VII and IX), Central Issue Facility (CIF) Operations, bulk fuel operations, and Ammunition Supply Operations and Ammunition Supply Point (ASP) Management. SECRET Facility Clearance Required. It is anticipated that this requirement will be issued as a small business set-aside. Estimated release date of the Request for Proposal (RFP) is Dec 14. The estimated EAGLE task order award is 1st Quarter FY 15.

Dugway Proving Grounds, UT - The contractor will provide logistical support including, but not limited to the following functional areas: Field and sustainment level maintenance on tactical and non-tactical equipment which could include: Life Cycle Management Command (LCMC) Maintenance Program, routine tactical maintenance back-up, and unit augmentation and back up maintenance programs. Transportation requirements could include providing Transportation Motor Pool (TMP), Personal Property Shipping Office (PPSO); rail operations, deployment/redeployment operations; and freight service operations. Supply requirements could include Asset Management (Installation Property Book and Equipment Management; Supply Support Activity (SSA) Management (Classes of Supply include I, II, IIIP, IV, VII and IX), Central Issue Facility (CIF) Operations, bulk fuel operations, and Ammunition Supply Operations and Ammunition Supply Point (ASP) Management. SECRET Facility Clearance Required. It is anticipated this requirement will issue as an 8(a) set-aside. Estimated release date of the Request for Proposal (RFP) is Nov 14. The estimated EAGLE task order award is 3rd Quarter FY 15.

Ft. Detrick, MD - Transportation functions could include providing Transportation Motor Pool (TMP); Limited-potential sustainment level maintenance on tactical and non-tactical equipment which exceeds Logistics Readiness Center (LRC) capability and capacity. SECRET Facility Clearance IS NOT Required. It is anticipated this requirement will be issued as an 8(a) set-aside. Estimated release date of the Request for Proposal (RFP) is Nov 14. The estimated EAGLE task order award is 3rd Quarter FY 15.

Army Field Support Battalion-Qatar (AFSBN-QA) (APS 5 and Operation Project (OPROJ) Stocks): The contractor will provide logistical support including, but not limited to the following functional areas: Maintenance on tactical and non-tactical equipment in support of Operation Enduring Freedom (OEF) and Operation Spartan Shield (OSS), transportation functions, supply operations, property accountability, Ammunition Supply Operations and ASP Management. APS authorizations in Qatar include the Fires and Sustainment Brigades (BDE) and 13 OPROJ Stocks. This contract also supports the Area Support Group-Qatar (ASG-QA), U.S. Army Medical Materiel Agency (USAMMA), US Army Medical Materiel Center-Southwest Asia (USAMMAC-SWA), Air Defense Artillery (ADA), Joint Tactical Ground Stations (JTAGS), and 12 Missile Defense Detachment (MDD). Operations are conducted at Camp As-Sayliyah, Al Udeid Air Base (AB), Falcon 78, and Masaeid Port in Qatar. SECRET Facility Clearance Required. It is anticipated this requirement will be issued on an unrestricted basis. Estimated release date of the Request for Proposal (RFP) is Jan 15. The estimated EAGLE task order award is 4th Quarter FY 15.

3. The EAGLE Execution Business Rules are located in Section H of this solicitation. The EAGLE Execution Business Rules are applicable to the BOA and Task Order competitions.

4. The Offeror shall submit its proposal through Army Single Face to Industry (ASFI) Bid Response System (BRS). The requirements and procedures for offer submission are in the ASFI Vendor Guide found under the miscellaneous header entitled Vendor Bid Response System Guide on the EAGLE website (<http://www.aschq.army.mil/ac/aisdus/EAGLE.aspx>). The ASFI Support email address is <mailto:usarmy.redstone.acc.mbx.hqacc-asfi@mail.mil>. Please note there is no telephonic vendor support available for ASFI.

5. Offerors forming teaming agreements or Joint Ventures (JVs) should refer to the narrative titled "Small Business Provisions, Joint Ventures, Teaming Agreements, and Subcontracting" located in Section H for additional details regarding Small Business Administration (SBA) size eligibility standards.

6. Offerors must demonstrate the capability to perform all three functional areas. That capability may be achieved with or without teammates. This combination makes up your organizational capability. It is assumed that if an Offeror proposes any teammate(s) in Step Two it does so because it is not able to perform/fulfill all functional areas/requirements of the Performance Work Statement without said teammate(s). As such, Offerors are required to use said teammate(s) or itself in Step Three proposals and in the performance of subsequent task orders unless the capability that the teammate(s) provides is not a requirement of the Step Three requirement.

7. This Executive Summary is provided for administrative assistance only and is not intended to alter the terms and conditions of the solicitation. Provisions of the solicitation shall prevail should inconsistencies exist.

8. Questions pertaining to the solicitation or any associated attachments shall be submitted via the EAGLE mailbox: usarmy.RIA.acc.mbx.eagle@mail.mil. Offerors must use the Question and Answer Template included in Section J, Attachment 0007. Please be advised that any question you submit will be able to be seen by other interested parties; therefore, refrain from identifying your company or including any proprietary information in your questions. The cutoff date for submitting questions to the EAGLE mailbox will be 10 business days prior to the closing of the solicitation. The date listed in this RFP for submission of questions prevails over any other date that may be listed on any other media. Should any inconsistency, disagreement, or variance exist between the Step Two Q & As and the information provided in RFP W52P1J-14-R-0060, the information in the RFP shall prevail.

Name of Offeror or Contractor: _____

*** END OF NARRATIVE A0001 ***

Regulatory Cite	Title	Date
A-1 52.231-4510 (ACC-RI)	RESERVATION	FEB/2010

In the event this contract is closed out, the GOVERNMENT RESERVES ALL ITS RIGHTS UNDER THE COST ACCOUNTING STANDARDS (CAS) PROVISIONS OF FEDERAL LAW including CAS 412, 413, and 416. These rights include but are not limited to such procedures and activities as accountings, segment closings, and adjustments as well as any other accounting practice or remedy that benefits the Government envisioned under the CAS provisions. Any contract language that states, suggests or means that "All Contractual Actions Have Been Completed and There are No Outstanding Balances on This Contract" does not affect this Government reservation of all its CAS rights under Federal law.

(End of Clause)

AS7100

The purpose of Amendment 0001 to Request for Proposal (RFP) # W52P1J-14-R-0060 is as follows:

1. Revise Section A Narrative paragraph 2 b to remove Ft. Carson, CO from the list of new requirements under Solicitation Number W52P1J-14-R-0060.
2. The Ft. Carson requirement will be competed under EAGLE at a later time (estimated FY 2017). The requirement will be readvertised at that time with a future BOA solicitation.
3. The proposal response date and time (05 May 2014 by 2:00 P.M. CT) of this RFP remain unchanged as a result of Amendment 0001.
4. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A0002 ***

The purpose of Amendment 0002 to Request for Proposal (RFP) #W52P1J-14-R-0060 is as follows:

1. Revise Section A Narrative paragraph 2b to change the dates for Ft. McCoy to the following:
 - a. From: Estimated release date of the Request for Proposal (RFP) is Jun 14. The estimated task order award is 1st Quarter FY 15.
 - b. To: Estimated release date of the Request for Proposal (RFP) is Jun 15. The estimated task order award is 1st Quarter FY 16.
2. Revise Section J Attachment 0001 to adjust paragraph numbering.
3. Revise Section J Attachment 0002 to make adjustments to allow for the formatting of cells in the unlocked columns and rows. NOTE: Typing the information in the excel document is recommended. In order to copy and paste from a different document you must right click in the cell, Paste Special as TEXT. Once the text is in the Attachment 0002 it can be copied and pasted throughout the entire document as needed.
4. The proposal response date and time (05 May 2014 by 2:00 P.M. CT) of this RFP remain unchanged as a result of Amendment 0002.
5. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A0003 ***

The purpose of Amendment 0003 to W52P1J-14-R-0060 is to:

1. Update the following paragraphs in Section L:
 - L.3.1.2.2.3 (a) Line 4 through Line 17, Column E - The Offeror shall enter similar experience (in bulleted format) in performing the requirement of the PWS paragraph stated in Column C, which corresponds with the Offeror Name or Teammate name populated in Column G. If

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Name of Offeror or Contractor:

the similar experience is from a member of the Offeror JV populated in Column G (if applicable), indicate the name of the Joint Venture member.

L.3.1.2.2.3 (b) Line 18 through Line 32, Column E - For each functional area, the Offeror shall enter similar experience (in bulleted format) in performing the requirement of three of the five PWS paragraphs stated in Column C, which correspond with the Offeror Name or Teammate name populated in Column G. If the similar experience is from a member of the Offeror JV populated in Column G (if applicable), indicate the name of the Joint Venture member. If similar experience cannot be provided by the an Offeror Name or Teammate name was not populated in Column G, Offeror shall input "N/A ".

2. Update Attachment 0002, Section II, to include the additional language in Column E, identified above.

All other terms and conditions remain unchanged.

*** END OF NARRATIVE A0004 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
9999	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS <u>SERVICE LINE ITEM</u> CLIN added for administrative purposes only. (End of narrative B001)				

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Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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

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

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk by clicking on Send an email which is located under the Help Resources ribbon on the right side of the login page of the applicable Service/Components CMR website".

(End of Statement of Work)

Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

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

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

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-3	INSPECTION OF SUPPLIES--COST-REIMBURSEMENT	MAY/2001
E-3	52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG/1996
E-4	52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR/1984
E-5	52.246-14	INSPECTION OF TRANSPORTATION	APR/1984
E-6	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-7	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB/1999

The Contractor shall comply with the higher-level quality standard selected below. [If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.]

Title	Number	Date	Tailoring
(TBD at Task Order Award)	TBD	TBD	TBD

(End of Clause)

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SECTION F - DELIVERIES OR PERFORMANCE

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

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

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

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

Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

EAGLE Execution Business Rules

A Basic Ordering Agreement (BOA) is not a contract pursuant to FAR 16.703(a) (3).

1. General

a) IAW FAR 16.703(c)(2), a BOA shall be reviewed annually before the anniversary of its effective date and revised as necessary to conform to the changing requirements of the FAR and other applicable statutes and regulations. BOAs shall be changed only by modifying the agreement itself and not by individual orders issued under it. Modifying a BOA shall not retroactively affect orders previously issued under it.

b) Prior to the annual review and renewal, the PCO will notify the contractor in writing informing them of the review and confirm that the contractor wishes to have its BOA renewed. As BOAs are not contracts, either the Government or the Contractor may elect not to renew the BOA at annual review.

c) The terms of the BOA may need to be revised before the annual review due to changes in mandatory requirements.

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

e) BOA holders determined acceptable under Step Two who wish to have a new approach evaluated, including adding or changing teammates per EAGLE Execution Rule 2(b), may do so during the annual review of the BOA or in response to a special/emergent requirement BOA RFP.

f) EAGLE task order requirements will be synopsisized/advertised on an annual basis to allow non-BOA holders an opportunity to become qualified for an executed BOA. Requirements that emerge during the year that were not previously advertised will be synopsisized to allow non-BOA holders an opportunity to become qualified for an executed BOA or BOA holders to submit a new approach for evaluation. An Offeror must be a qualified BOA holder as of the closing date of a task order solicitation. The Government will confirm that an Offeror is a qualified BOA holder by checking the effective date of an Offerors BOA. Any revisions/additions made during the Annual review of the BOA or in response to a special/emergent BOA RFP will not retroactively affect an Offerors Step Three submission(s) for task orders already issued.

g) Only Army Contracting Command - Rock Island is authorized to execute, modify, and undertake annual review of this BOA. Activities under Army Contracting Command may execute task orders under this BOA with authorization from Army Contracting Command - Rock Island.

h) This BOA does not guarantee that the Government will place future contracts or orders.

i) Individual Task Order Requests (TORs) issued will be distributed via e-mail to the Contractor's current Point of Contact (POC) provided with Attachment 0003, Current Point of Contact. The TOR will also be posted to the EAGLE website, <http://www.aschq.army.mil/ac/aaisdus/EAGLE.aspx>. It is the Contractor's responsibility to provide the Government with their most current Point of Contact (POC).

2. Step Two Executed BOAs

a) Definitions: As used in this provision, "teammate" is defined as a Joint Venture partner and/or subcontractor (s) who are included in the Offerors EAGLE BOA Attachment 0002 - Team Arrangement at the closing date of the Task Order solicitation.

b) Step Two Offerors were required to demonstrate the capability to perform all three functional areas of Maintenance, Supply, and Transportation. That capability may have been achieved with or without teammates. It is assumed that if an Offeror proposed a teaming partner(s) in Step Two, the BOA Holder did so because it was not able to fulfill all requirements of the solicitation without using said approved teammates(s). As such, BOA holders are required to use itself and/or the approved teammate(s) identified in the Offerors Attachment 0002 - Team Arrangement in Step Three proposals and in the performance of subsequent task orders unless the capability that the approved teammate provides is not a requirement of the Step Three solicitation. Any proposed revisions/additions to the Offerors Attachment 0002 - Team Arrangement, must be approved by the closing date of the task order solicitation. The Government will confirm by checking the effective date of the modification approving the proposed teammates.

3. Step Three Task Order Requests

a) Task Orders will only be competed amongst contractors that are rated as acceptable in Step Two who have received a BOA. Period of Performance for task orders issued against this instrument will be established in each task order and are effective for up to 5 years from the Task Order effective dates.

b) If the Contractor had proposed teammates in Step Two, it is required to use ONLY itself and/or those approved teammates from Step Two (as referenced in Offerors BOA Attachment 0002 - Team Arrangement) in its Step Three proposals and in the performance of resultant Task

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Orders. The Government will verify that the Contractor's Step Three proposal includes approved teammates by comparing the Offerors proposal to the Offerors Attachment 0002 - Team Arrangement.

c) If the Contractor received an executed BOA in Step Two on the basis of fulfilling all requirements without teammates, the Contractor is not precluded from proposing subcontractors in its Step Three proposal(s).

d) Specific evaluation criteria will be identified in the Task Order Request for Proposal. Evaluation factors may include Technical, Management, Organizational Capability, Past Performance, and Small Business Participation. Task Order source selections may be executed based on evaluation of price alone; lowest price, technically acceptable (LPTA); or best value trade-off analysis.

e) Performance Work Statements specific to the Task Order requirement and the associated Performance Requirements Summary will be provided at the Task Order level. Task Orders issued against this instrument will be issued as requirements contracts.

f) Pricing information will only be required at the Task Order level. Task Orders shall vary in contract type from Firm Fixed-Price, cost, or a combination of both. The contractor shall adhere to the prices proposed and agreed to in each individual task order issued against the BOA. The contractor is not authorized to begin work on an order issued against the BOA until prices have been established. In the event that the Contracting Officer requires work to begin prior to establishment of pricing, failure to reach agreement on price may be disputed under the Disputes clause.

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

h) Failure to comply with any term of the Task Order, to include meeting small business subcontracting goals, may result in negative past performance, which could negatively impact an Offerors ability to be successful in future Task Order competitions.

i) Guidelines for Small Business Set Aside (SBSA), small business rules, and task order competitions are found under Section H heading titled Small Business Provisions, Joint Ventures, Teaming Agreements, and Subcontracting paragraphs (a), (b), and (c).

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

*** END OF NARRATIVE H0001 ***

Small Business Provisions, Joint Ventures, Teaming Agreements, and Subcontracting

(a) Per FAR 19.502-2 (b)(1), the contracting officer shall set aside any acquisition over \$150,000 for small business participation when there is a reasonable expectation that offers will be obtained from at least two responsible small business concerns and award will be made at a fair market price. It has been determined that for Logistics Readiness Centers (LRC) requirements under \$35.5M annually there is a reasonable expectation that two (2) or more responsible small business will submit offers and will be capable of providing these services. As such, in Step 3, those requirements will be set aside for small businesses that have been determined to be acceptable under Step 2 of this multi-step solicitation process. If two (2) or more proposals are not received from responsible small businesses with the capacity and capability to perform the requirement at a fair and reasonable price, the competition will be opened up to all contractors that have been determined acceptable in Step 2 (BOA Holders).

(b) Task Order competitions will be set aside for small businesses based on the Governments estimated value of the Installation Logistics Annual Requirement. If a requirement has been estimated to be below \$35.5M annually and therefore set aside for small business but the proposals come in over \$35.5M, the "Rule of 2" will be applied. If two (2) or more proposals are received from responsible, capable small businesses at a fair and reasonable price, the evaluation will proceed and the contract will be awarded in accordance with the evaluation terms of that Task Order. If two (2) or more proposals are not received from responsible small businesses with the capacity and capability to perform the requirement at a fair and reasonable price, the competition will be opened up to all contractors that have been determined acceptable in Step 2 (BOA Holders).

(c) Market Research will be performed prior to Task Order competitions in Step 3 for those requirements that are not LRC requirements and for LRC requirements expected to exceed \$35.5 million per year. Market Research will consist of competition data received from BOA Holders in response to Task Order RFP submissions and resultant Task Order awards. Based upon this data, if it is determined that there is a reasonable expectation that two (2) or more proposals will be received from responsible small business BOA Holders with the capacity and capability to perform the requirement at a fair and reasonable price, under the "Rule of 2", the requirement will be solicited as a SBSA. If not, proposals will be solicited from all BOA Holders determined to be acceptable under Step 2.

(d) SBA's size eligibility standards are found at 13 CFR Part 121. In order to ensure that an Offeror qualifies as an eligible small business, prospective Offerors are encouraged to review this regulation. In addition, Offerors proposing a joint venture (JV), teaming or subcontracting arrangements are advised to review 13 CFR 121.103, "How Does SBA Determine Affiliation?", prior to submitting a proposal.

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Schedule of Government Furnished Property

(a) Pursuant to the Government Property clause in Section I of this contract, the Government shall furnish F.O.B. contractor's place of performance, the Government-owned property listed in attachment number (TBD at Task Order Award) of this document for use in the performance of this contract.

(b) The property shall be delivered in accordance with the schedule set forth in attachment number (TBD at Task Order Award) of this document.

(c) If the property is not received in accordance with the schedule set forth in attachment number (TBD at Task Order Award) of this document, the Contractor shall immediately notify the Contracting Officer in writing.

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

(End of clause)

(HS6075)

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SECTION I - CONTRACT CLAUSES

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

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

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	NOV/2013
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	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, RESCISSION, 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	52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	DEC/2011
I-10	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-11	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-12	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN/2011
I-13	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL/2013
I-14	52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE	DEC/2012
I-15	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL/2013
I-16	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG/2013
I-17	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL/2013
I-18	52.210-1	MARKET RESEARCH	APR/2011
I-19	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-20	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	OCT/2010
I-21	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-22	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2010
I-23	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-24	52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT/2009
I-25	52.216-8	FIXED FEE	JUN/2011
I-26	52.219-3	NOTICE OF HUBZONE SET-ASIDE OR SOLE SOURCE AWARD	NOV/2011
I-27	52.219-3	NOTICE OF HUBZONE SET-ASIDE OR SOLE SOURCE AWARD (NOV 2011) -- ALTERNATE I (NOV 2011)	NOV/2011
I-28	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV/2011
I-29	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JUL/2013
I-30	52.219-13	NOTICE OF SET-ASIDE OF ORDERS	NOV/2011
I-31	52.219-14	LIMITATIONS ON SUBCONTRACTING	NOV/2011
I-32	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-33	52.219-27	NOTICE OF SERVICE-DISABLED VETERANS-OWNED SMALL BUSINESS SET ASIDE	NOV/2011
I-34	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-35	52.222-3	CONVICT LABOR	JUN/2003
I-36	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION	JUL/2005
I-37	52.222-17	NONDISPLACEMENT OF QUALIFIED WORKERS	JAN/2013
I-38	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-39	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-40	52.222-29	NOTIFICATION OF VISA DENIAL	JUN/2003
I-41	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-42	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-43	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
I-44	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-45	52.222-41	SERVICE CONTRACT ACT OF 1965	NOV/2007
I-46	52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT	SEP/2009

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		(MULTIPLE YEAR AND OPTION CONTRACTS)	
I-47	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-48	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	AUG/2013
I-49	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY/2011
I-50	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-51	52.223-10	WASTE REDUCTION PROGRAM	MAY/2011
I-52	52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS	MAY/1995
I-53	52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS	DEC/2007
I-54	52.223-16	STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS	DEC/2007
I-55	52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS	MAY/2008
I-56	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-57	52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS	MAY/2011
I-58	52.224-1	PRIVACY ACT NOTIFICATION	APR/1984
I-59	52.224-2	PRIVACY ACT	APR/1984
I-60	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-61	52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR/1984
I-62	52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN/1997
I-63	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-64	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB/2013
I-65	52.229-6	TAXES--FOREIGN FIXED-PRICE CONTRACTS	FEB/2013
I-66	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN/2010
I-67	52.232-1	PAYMENTS	APR/1984
I-68	52.232-3	PAYMENTS UNDER PERSONAL SERVICES CONTRACTS	APR/1984
I-69	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-70	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-71	52.232-11	EXTRAS	APR/1984
I-72	52.232-17	INTEREST	OCT/2010
I-73	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-74	52.232-20	LIMITATION OF COST	APR/1984
I-75	52.232-22	LIMITATION OF FUNDS	APR/1984
I-76	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-77	52.232-24	PROHIBITION OF ASSIGNMENT OF CLAIMS	JAN/1986
I-78	52.232-25	PROMPT PAYMENT (JUL 2013) - ALTERNATE I (FEB 2002)	FEB/2002
I-79	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT	JUL/2013
I-80	52.232-36	PAYMENT BY THIRD PARTY	JUL/2013
I-81	52.232-37	MULTIPLE PAYMENT ARRANGEMENTS	MAY/1999
I-82	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN/2013
I-83	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC/2013
I-84	52.233-1	DISPUTES	JUL/2002
I-85	52.233-3	PROTEST AFTER AWARD (AUG 1996) -- ALTERNATE I (JUN 1985)	JUN/1985
I-86	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-87	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-88	52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR/1984
I-89	52.237-3	CONTINUITY OF SERVICES	JAN/1991
I-90	52.237-9	WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	AUG/2003
I-91	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-92	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-93	52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN/1997
I-94	52.242-13	BANKRUPTCY	JUL/1995
I-95	52.243-1	CHANGES--FIXED PRICE (AUG 1987) -- ALTERNATE I (APR 1984)	APR/1984
I-96	52.243-1	CHANGES--FIXED PRICE (AUG 1987) -- ALTERNATE II (APR 1984)	APR/1984
I-97	52.243-2	CHANGES - COST REIMBURSEMENT (AUG 1987) -- ALTERNATE II (APR 1984)	APR/1984
I-98	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-99	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC/2013
I-100	52.245-1	GOVERNMENT PROPERTY	APR/2012
I-101	52.245-9	USE AND CHARGES	APR/2012
I-102	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-103	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-104	52.248-1	VALUE ENGINEERING	OCT/2010
I-105	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012

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I-106	52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR/1984
I-107	52.249-6	TERMINATION (COST REIMBURSEMENT)	MAY/2004
I-108	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-109	52.249-12	TERMINATION (PERSONAL SERVICES)	APR/1984
I-110	52.249-14	EXCUSABLE DELAYS	APR/1984
I-111	52.251-1	GOVERNMENT SUPPLY SOURCES	APR/2012
I-112	52.251-2	INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES	JAN/1991
I-113	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-114	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-115	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-116	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP/2013
I-117	252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	DEC/2012
I-118	252.204-7000	DISCLOSURE OF INFORMATION	AUG/2013
I-119	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-120	252.204-7004	ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT	MAY/2013
I-121	252.204-7012	SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION	NOV/2013
I-122	252.219-7010	ALTERNATE A, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS (52.219-18)	JUN/1998
I-123	252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
I-124	252.223-7003	CHANGE IN PLACE OF PERFORMANCE--AMMUNITION AND EXPLOSIVES	DEC/1991
I-125	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-126	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/2012
I-127	252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION AFTER AWARD	OCT/2010
I-128	252.225-7005	IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES	JUN/2005
I-129	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	OCT/2010
I-130	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2013
I-131	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-132	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2011
I-133	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	DEC/2009
I-134	252.225-7030	RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE	DEC/2006
I-135	252.225-7048	EXPORT-CONTROLLED ITEMS	JUN/2013
I-136	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-137	252.228-7003	CAPTURE AND DETENTION	DEC/1991
I-138	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-139	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-140	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-141	252.239-7001	INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION	JAN/2008
I-142	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	MAY/2011
I-143	252.242-7005	CONTRACTOR BUSINESS SYSTEMS	FEB/2012
I-144	252.242-7006	ACCOUNTING SYSTEM ADMINISTRATION	FEB/2012
I-145	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-146	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	DEC/2012
I-147	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN/2013
I-148	252.244-7001	CONTRACTOR PURCHASING SYSTEM ADMINISTRATION	JUN/2012
I-149	252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	APR/2012
I-150	252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY	APR/2012
I-151	252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION	APR/2012
I-152	252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL	MAY/2013
I-153	252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES	JUN/2013
I-154	252.246-7004	SAFETY OF FACILITIES, INFRASTRUCTURE, AND EQUIPMENT FOR MILITARY OPERATIONS	OCT/2010
I-155	252.247-7003	PASS-THROUGH OF MOTOR CARRIER FUEL SURCHARGE ADJUSTMENT TO THE COST BEARER	JUN/2013
I-156	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	JUN/2013
I-157	52.217-8	OPTION TO EXTEND SERVICES	NOV/1999

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These

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rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed (TBD at Task Order Award). The Contracting Officer may exercise the option by written notice to the Contractor within (TBD at Task Order Award).

(End of Clause)

I-158 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT MAR/2000

(a) The Government may extend the term of this contract by written notice to the Contractor within (TBD at Task Order Award); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least (TBD at Task Order Award) before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall (TBD at Task Order Award).

(End of Clause)

I-159 52.222-2 PAYMENT FOR OVERTIME PREMIUMS JUL/1990

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

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

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

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

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

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

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

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

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

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

(End of Clause)

I-160 52.222-26 EQUAL OPPORTUNITY (MAR 2007) -- ALTERNATE I (FEB 1999) FEB/1999

Notice: The following terms of this clause are waived for this contract: (TBD at Task Order Award)

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

(b) (1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

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(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractors activities (41 CFR 60-1.5).

(c)(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to --

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion;
- (iv) Transfer;
- (v) Recruitment or recruitment advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers representative of the Contractors commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the (OFCCP) for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, in the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

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(End of Clause)

I-161 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (SEP 2010) -- ALTERNATE I (DEC 2001) DEC/2001

Notice: The following term(s) of this clause are waived for this contract: (TBD at Task Order Award)

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

"All employment openings" means all positions except executive and senior management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

"Armed Forces service medal veteran" means any veteran who, while serving on active duty in the U.S. military, ground, naval, or air service, participated in a United States military operation for which an Armed Forces service medal was awarded pursuant to Executive Order 12985 (61 FR 1209).

"Disabled veteran" means--

(1) A veteran of the U.S. military, ground, naval, or air service, who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Secretary of Veterans Affairs; or

(2) A person who was discharged or released from active duty because of a service-connected disability.

"Executive and senior management" means--

(1) Any employee--

(i) Compensated on a salary basis at a rate of not less than \$455 per week (or \$380 per week, if employed in American Samoa by employers other than the Federal Government), exclusive of board, lodging or other facilities;

(ii) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(iii) Who customarily and regularly directs the work of two or more other employees; and

(iv) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight; or

(2) Any employee who owns at least a bona fide 20-percent equity interest in the enterprise in which the employee is employed, regardless of whether the business is a corporate or other type of organization, and who is actively engaged in its management.

"Other protected veteran" means a veteran who served on active duty in the U.S. military, ground, naval, or air service, during a war or in a campaign or expedition for which a campaign badge has been authorized under the laws administered by the Department of Defense.

"Positions that will be filled from within the Contractor's organization" means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Qualified disabled veteran" means a disabled veteran who has the ability to perform the essential functions of the employment positions with or without reasonable accommodation.

"Recently separated veteran" means any veteran during the three-year period beginning on the date of such veteran's discharge or release from active duty in the U.S. military, ground, naval or air service.

(b) General. (1) The Contractor shall not discriminate against any employee or applicant for employment because the individual is a disabled veteran, recently separated veteran, other protected veterans, or Armed Forces service medal veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified individuals, including qualified disabled veterans, without discrimination based upon their status as a disabled veteran, recently separated veteran, Armed Forces service medal veteran, and other protected veteran in all employment practices including the following:

(i) Recruitment, advertising, and job application procedures.

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(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.

(iii) Rate of pay or any other form of compensation and changes in compensation.

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.

(v) Leaves of absence, sick leave, or any other leave.

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor.

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.

(viii) Activities sponsored by the Contractor including social or recreational programs.

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(3) The Department of Labor's regulations require contractors with 50 or more employees and a contract of \$100,000 or more to have an affirmative action program for veterans. See 41 CFR part 60-300, subpart C.

(c) Listing openings. (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate employment service delivery system where the opening occurs. Listing employment openings with the State workforce agency job bank or with the local employment service delivery system where the opening occurs shall satisfy the requirement to list jobs with the appropriate employment service delivery system.

(2) The Contractor shall make the listing of employment openings with the appropriate employment service delivery system at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State workforce agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(e) Postings. (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are disabled veterans, recently separated veterans, Armed Forces service medal veterans, and other protected veterans; and

(ii) Be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

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(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans, recently separated veterans, other protected veterans, and Armed Forces service medal veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor. This includes implementing any sanctions imposed on a contractor by the Department of Labor for violations of this clause (52.222-35, Equal Opportunity for Veterans). These sanctions (see 41 CFR 60-300.66) may include--

- (1) Withholding progress payments;
- (2) Termination or suspension of the contract; or
- (3) Debarment of the contractor.

(g) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance.

(End of clause)

I-162 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010) -- JUN/1998
ALTERNATE I (JUN 1998)

Notice: The following term(s) of this clause are waived for this contract: (TBD at Task Order Award)

(a) General.

(1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as --

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
- (iii) Rates of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
- (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Contractor, including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings.

- (1) The Contractor agrees to post employment notices stating --

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(i) The Contractors obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of Clause)

I-163 52.228-4567 REQUIRED INSURANCE
(ACC-RI)

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, 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.

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(End of clause)

(IS6020)

I-164 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION JUL/2013

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

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

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

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

- (1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
- (2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.
- (3) For long-term contracts
 - (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
 - (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

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

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

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

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

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

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

(End of clause)

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when contract administration has been delegated to the Defense Contract Management Agency.

(ii) To submit the consolidated SSR for an individual subcontracting plan in eSRS, the contractor identifies the Government Agency in Block 7 (Agency to which the report is being submitted) by selecting the Department of Defense (DoD) (9700) from the top of the second dropdown menu. Do not select anything lower.

(2) For DoD, the authority to acknowledge receipt or reject reports in eSRS is as follows:

(i) The authority to acknowledge receipt or reject the ISR resides with the contracting officer who receives it, as described in paragraph (h)(1)(i) of this clause.

(ii) The authority to acknowledge receipt or reject SSRs in eSRS resides with the SSR Coordinator.

(End of clause)

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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	BOA PERFORMANCE WORK STATEMENT	11-APR-2014		
Attachment 0002	EAGLE ORGANIZATIONAL CAPABILITY AND SIMILAR EXPERIENCE WORKSHEET	15-APR-2014		
Attachment 0003	LETTER OF CONSENT			
Attachment 0004	PERFORMANCE QUESTIONNAIRE			
Attachment 0005	ABBREV ACRONYM			
Attachment 0006	PAST PERFORMANCE PROPOSAL			
Attachment 0007	QUESTION AND ANSWER TEMPLATE			
Attachment 0008	TEAM ARRANGEMENT			
Attachment 0009	NEGOTIATION POCS			

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

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

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

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

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL/2013
K-2	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	SEP/2010
K-3	52.237-8	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	AUG/2003
K-4	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
K-5	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	JAN/2009
K-6	252.209-7002	DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT	JUN/2010
K-7	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	JAN/2014

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

(2) The small business size standard is \$35,500,000.00.

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

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

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

(i) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic CorporationsRepresentation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

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

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

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

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

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

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

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

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

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

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

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

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

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

(xvii) 52.225-4, Buy American ActFree Trade AgreementsIsraeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

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

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

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and

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

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

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

___ (A) Basic.

___ (B) Alternate I.

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

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

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

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

___ (vi) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

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

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

FAR Clause #	Title	Date	Change
_____	_____	_____	_____
_____	_____	_____	_____

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

(End of provision)

K-8 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS MAY/2013

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

(i) 252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country. Applies to all solicitations expected to result in contracts of \$150,000 or more.

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(ii) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on CampusRepresentation. Applies to all solicitations with institutions of higher education.

(iii) 252.216-7008, Economic Price AdjustmentWage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

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

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

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

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

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

- (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.
- (ii) 252.225-7000, Buy AmericanBalance of Payments Program Certificate.
- (iii) 252.225-7020, Trade Agreements Certificate.
- Use with Alternate I.
- (iv) 252.225-7022, Trade Agreements CertificateInclusion of Iraqi End Products.
- (v) 252.225-7031, Secondary Arab Boycott of Israel.
- (vi) 252.225-7035, Buy AmericanFree Trade AgreementsBalance of Payments Program Certificate.
- Use with Alternate I.
- Use with Alternate II.
- Use with Alternate III.
- Use with Alternate IV.
- Use with Alternate V.

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

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

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

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(End of provision)

K-9 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS JUL/2013

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

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

(End of provision)

K-10 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION MAY/2012

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Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement Cost Accounting Practices and Certification

(a) Any contract in excess of \$700,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offerors proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption. The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

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(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

Yes No

(End of provision)

K-11 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES APR/2005

The offeror shall check yes below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

Yes No

If the offeror checked Yes above, the offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of Provision)

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

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

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

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

(b) The Offeror represents that--

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

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

(End of provision)

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 GENERAL INSTRUCTIONS

L.1.1 These instructions are a guide for preparing a proposal. These instructions describe the type and extent of information required, and they emphasize the significant areas to be addressed in the proposal. Review the Performance Work Statement (PWS) contained in this Request for Proposal (RFP) for further insight into the areas that shall be addressed within the proposal. Include sufficient information to enable the Government evaluators to make a determination relative to the Offerors understanding of the requirements in each of the evaluated areas. It is the Governments intent to execute Basic Ordering Agreements to Offerors who are qualified by receiving an Acceptable rating in both the Technical and Past Performance Factors.

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

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

L.1.4 The Offeror shall submit its proposal through Army Single Face to Industry (ASFI) Bid Response System (BRS). The requirements and procedures for offer submission are in the ASFI Vendor Guide found under the miscellaneous header entitled Vendor Bid Response System Guide on the EAGLE website (<http://www.aschq.army.mil/ac/aaisdus/EAGLE.aspx>). The ASFI Support email address is <mailto:usarmy.redstone.acc.mbx.hqacc-asfi@mail.mil>. Please note there is no telephonic vendor support available for ASFI.

L.1.4.1 The proposal submittal method used for this solicitation is the File Upload Process. Up to five files can be uploaded at one time. The combined size of the five files cannot exceed 10 Mb. If needed, the Offeror can break attachments into smaller files or use the upload utility multiple times if files exceed the 10 Mb size limit. File names shall be 40 characters or less and shall not contain single quotes, spaces, pound or percent signs. The Offeror should note the price quote number when submission is complete.

L.1.4.2 Once the Offerors proposal is submitted, it cannot be systematically canceled or edited by the Offeror or the contracting office. To submit a revised proposal, the Offeror shall do the following:

- (a) The Offeror shall submit the revised proposal in its entirety (IAW Section L) via ASFI BRS following the File Upload Process.
- (b) The Offeror shall send an e-mail to the EAGLE Mailbox at usarmy.RIA.acc.mbx.eagle@mail.mil stating that a revised proposal was submitted and the previous submission is no longer valid. Please note the price quote number of the previous submission in this e-mail.

L.1.4.3 The Offeror shall not assume submission will be instantaneous. File size and number of files to be uploaded will be factors. Offerors should allow adequate time for completion of proposal submission.

L.1.4.4 To avoid rejection of an offer, the Offeror shall make every effort to ensure its electronic submission is virus free. Submissions or portions thereof submitted and which the automatic system detects the presence of a virus or which are otherwise unreadable will be treated as unreadable pursuant to FAR 15.207(c).

L.1.5 Offers, modifications, revisions, or withdrawals of offers received after the date established in the solicitation for receipt of proposals will be handled in accordance with FAR 52.215-1.

L.1.6 For the purposes of this BOA RFP:

- a) An Offeror is defined as the Prime contractor or Joint Venture (JV) that proposes an organizational capability for consideration for an executed BOA.
- b) A Joint Venture is defined as a team of two or more firms that have entered into a legally binding Joint Venture agreement. A firm proposing as a joint venture will be referred to as the Offeror.
- c) A Teammate is defined as the teaming partner(s) that is included in an Offerors organizational capability because the Offeror is not able to fulfill all required maintenance, supply, and transportation support services without the reliance of said teammates.

L.1.7 The solicitation, amendments, notices, and other information will be made available on FEDBIZOPPS at <http://FBO.gov>. Offerors are advised to continuously monitor the FEDBIZOPPS website for new information. Offerors are deemed to have knowledge of all documents that are posted to FEDBIZOPPS.

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L.1.8 All questions pertaining to this solicitation shall be addressed to the EAGLE mailbox: usarmy.RIA.acc.mbx.eagle@mail.mil. All email questions shall have the following in the subject line: RFP Number, the Offerors name, and the date (i.e. W52P1J-14-R-0060, Offeror Name, MM/DD/YY). The Offeror shall use the Question and Answer Template included in Section J, Attachment 0007. The Government is not obligated to provide responses to all questions submitted by Offerors, but will consider them and incorporate changes into the RFP as deemed necessary. Government responses to questions will be posted at <http://www.aschq.army.mil/ac/aaisdus/EAGLE.aspx> under the heading BOA RFP W52P1J-14-R-0060, file name "Step Two Q&As (DATE)" for review by all Offerors; therefore, do not mark questions/comments with a restrictive legend and do not include proprietary information. Offerors may submit questions up to ten (10) business days prior to the Closing Date established by the solicitation/amendment. When submitting questions and comments, the Offeror shall follow the process discussed in this paragraph. The Government will not entertain any questions or comments that are not in compliance with this format.

L.2 PROPOSAL PREPARATION

L.2.1 The proposal shall be prepared in a clear, legible, practical manner. In addition, the Offeror shall write the proposal in English and shall be specific and complete as described in these instructions. Adherence to the prescribed format is required. Offerors who fail to submit a complete proposal package may be considered ineligible for an executed BOA; the Government is not obligated to engage in any exchanges with an Offeror who fails to provide all of the required documents for evaluation. Failure to provide proposals in accordance with the instructions/format specified in the RFP shall render the Offerors proposal noncompliant. The proposal will not be further evaluated and will not be considered for receipt of an executed BOA. Attachments shall not be altered in any way with the exception of adding rows to Attachment 0006, Section II Additions (TAB 2) if necessary.

L.2.1(a) If Company Names and corresponding Commercial and Government Entity (CAGE) codes (as identified in the System for Award Management (SAM)) for the Offeror and proposed teammate(s) are not consistent when referenced throughout the proposal, the Offeror's proposal shall be considered noncompliant and will not be further evaluated for execution of a BOA.

L.2.2 The proposal shall include:

L.2.2.1 One (1) signed and completed copy of the Standard Form 33 (SF 33), all solicitation amendments, and completed copy of the Representations and Certifications in Section K signed by a person authorized to enter into the proposed Basic Ordering Agreement on behalf of the Offeror. In the event of a conflict between the Offeror's proposal and the solicitation, the solicitation shall take precedence. Offerors that consist of Joint Venture partners may be required to provide proof that the person signing the proposal is authorized to do so.

L.2.2.2 The Government does not intend to conduct discussions prior to executing BOAs. However, in the event that discussions are required, the Offeror(s) are required to provide two (2) company individuals whose responsibilities will include reading and responding to Evaluation Notices (ENs). For example, the Offerors Contract Manager, as an agent of the company might be the main agent responsible, but a second agent should be available in case of the main agents unavailability. The two (2) agents names, company titles, telephone numbers, facsimile numbers, and email addresses shall be provided on Attachment 0009. A Title Page is allowable to provide for the restriction or disclosure and use of data as specified in FAR 52.215-1.

L.2.2.3 In order for the Government to review the Joint Venture (JV) partnership, if applicable, the Offeror shall submit the following information:

(a) A legal JV agreement prepared by an attorney, which clearly explains the responsibilities of each party to the JV agreement. In addition, the agreement shall clearly explain the formation of the JV and procedures for acceptance of product and payment.

(b) As the Basic Ordering Agreement (BOA) execution may be predicated upon the composition of the JV, changing team composition after Step Two evaluation will only be allowed during the annual review of Basic Ordering Agreements, when EAGLE task order requirements are synopsized/advertised on an annual basis, and/or when special or emerging requirements are advertised.

(c) The JV agreement shall clearly identify the team lead company and the team lead companys point of contact, as well as their responsibilities explained in detail. In addition, company names, point of contacts, business size, number of employees (including all affiliates) and description of work to be performed by members of the JV shall be provided as part of the JV agreement.

(d) A signed copy of the JV agreement and any other agreements, either formal or informal, that identify the roles and responsibilities of each business concern in the JV.

(e) If other than a small business concern is part of the JV, a copy of the Small Business Administration (SBA) approved SBA Mentor-Protege Agreement is to be provided. The Offeror should be aware of the SBAs regulations regarding affiliations to determine business size. Affiliation regulations are especially important when JVs are likely.

L.2.3 The Offeror's proposal shall be submitted as set forth in the RFP. The Offeror shall not merely re-state the requirements stated in the RFP, but shall provide narrative evidence in support of any statements relating to proposed capabilities or similar experience.

L.2.4 The Offeror shall be registered in the System for Award Management (SAM) system and have a Marketing Partner Identification Number

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(MPIN) and CAGE Code.

L.2.5 No classified material shall appear anywhere within the proposal.

L.2.6 Digital files shall be compatible with Microsoft* Office 2007: Word, Excel, PowerPoint, or Access.

L.2.7 Adobe* PDF (Portable Document Format) Files. Scanned documents shall be legible and capable of opening in Adobe Acrobat.

L.2.8 Digital file names shall include the respective Offeror name and file name from Table 2.1 below, e.g.. Offeror Name, Attachment 0002 EAGLE Org Cap and Sim Exp.xlsx. If an Offerors name is too long (more than 40 characters) it is permitted to abbreviate the file name to facilitate proposal upload into ASFI BRS. Abbreviated digital file names should communicate the Offerors company and the file name.

L.2.9 Please note that we do not accept .zip files.

L.2.10 Offerors shall provide the information outlined in Table 2.1 and in the format required. Offerors proposing as a Joint Venture shall enter JV after the Offeror name.

Table 2.1

1. Standard Form 33 (SF33), all solicitation amendments, and completed copy of Section K Representations and Certification; see paragraph L.2.2.1

Required File Name: OfferorName_SF33_Amendments_SectionKRepsCerts.

1(a) Failure to provide the signed SF33 shall render the Offeror's proposal noncompliant. The proposal will not be evaluated and will not be further considered for execution of a BOA.

2. Joint Venture information (if proposing as a Joint Venture); see paragraph L.2.2.3.

Required File Name: OfferorName_JVInformation

3. Attachment 0002 - Organizational Capability and Similar Experience Proposal Workbook; see paragraph L.3.1.

Required File Name: OfferorName_Att0002_EAGLEOrgCapSimExpPropWkbk

Required File Type: Excel

4. Attachment 0003 Letter of Consent; see paragraph L.4.3.

Required File Name: OfferorName_Att0003_LetterofConsent

5. Attachment 0004 Performance Questionnaire; see paragraph L.4.5.

Required File Name: OfferorName_Att0004_Performance Questionnaire

6. Attachment 0006 Past Performance Proposal; see paragraph L.4.1.2.

Required File Name: OfferorName_Att0006_PastPerformanceProposal

Required File Type: Excel

7. Attachment 0008 Team Arrangement; see paragraph L.4.5.

Required File Name: OfferorName_Att0008_TeamArrangement

8. Attachment 0009 Negotiation POCs; see paragraph L.2.2.2

Required File Name: OfferorName_Att0009_NegotiationPOCs

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Name of Offeror or Contractor:

L.3 TECHNICAL FACTOR:

L.3.1 Organizational Capability and Similar Experience:

L.3.1.1 The Offeror shall propose organizational capability and demonstrate experience in performing services similar to the required maintenance, supply, and transportation support services detailed in Attachment 0001, BOA PWS, by completing Attachment 0002, EAGLE Organizational Capability and Similar Experience Proposal Workbook. Each contract referenced shall be a recent and relevant contract in accordance with M.2.1.1.2 and M.2.1.1.3.

L.3.1.2 Attachment 0002 - EAGLE Organizational Capability and Similar Experience Proposal Workbook is provided as a template for proposing the organizational capability of the Offeror (Prime/joint venture) or teammate(s) and corresponding similar experience that supports any proposed organizational capability. Attachment 0002 will be evaluated to determine technical acceptability. Offerors shall only submit one Attachment 0002. Acronyms or abbreviations listed in the Attachment 0002 worksheet titled Abbrev-Acronym (TAB 3) and Attachment 0005 may be used without first spelling out the proposed information.

L.3.1.2.1 Offerors are allowed to submit up to ten (10) teammates, to include itself, in the Attachment 0002 for use under a resultant Basic Ordering Agreement (BOA).

L.3.1.2.2 Instructions for completion of Attachment 0002 EAGLE Organizational Capability and Similar Experience Proposal Workbook.

L.3.1.2.2.1 Instructions for completing Attachment 0002, Sec I-Organizational Capability worksheet, (TAB 1) are as follows:

L.3.1.2.2.1 (a) Line 1 The Offeror shall enter the name of the Offeror. If proposing as a JV, enter JV after Offeror Name.

L.3.1.2.2.1 (b) Line 2 - The Offeror shall enter the CAGE code of the Offeror (five (5)) alphanumeric digits and does not begin with the letter O).

L.3.1.2.2.1 (c) Line 3 - The Offeror shall enter the proposal submission date. Date shall include the month, day, and year.

L.3.1.2.2.1 (d) Lines 4 through 32, Column E, The Offeror shall identify either the Offerors Name or the company name of the proposed Teammate that demonstrates the organizational capability for that PWS paragraph (the name provided will automatically populate in Column G in TAB 2). NOTE: Only ONE name shall be provided in Column E. Multiple Contractor names are NOT acceptable.

L.3.1.2.2.1 (e) (i) Lines 33-37, Column E, the Offeror shall identify either the Offerors Name or the company name of the proposed Teammate that demonstrates the organizational capability for that PWS paragraph on a minimum of three mission areas. If the Offeror or Offerors proposed Teammate does not demonstrate organizational capability for that PWS paragraph, input N/A in Column E.

L.3.1.2.2.1 (e) (ii) Lines 38-42, Column E, the Offeror shall identify either the Offerors Name or the company name of the proposed Teammate that demonstrates the organizational capability for that PWS paragraph on a minimum of three equipment maintenance groups. If the Offeror or Offerors proposed Teammate does not demonstrate organizational capability for that PWS paragraph, input N/A in Column E.

L.3.1.2.2.1 (e) (iii) Lines 43-46, Column E, the Offeror shall identify either the Offerors Name or the company name of the proposed Teammate that demonstrates the organizational capability for that PWS paragraph on a minimum of two supply class groups. If the Offeror or Offerors proposed Teammate does not demonstrate organizational capability, for that PWS paragraph, input N/A in Column E.

L.3.1.2.2.1 (e) (iv) Lines 47-51, Column E, the Offeror shall identify either the Offerors Name or the company name of the proposed Teammate that demonstrates the organizational capability for that PWS paragraph on a minimum of three transportation capability areas. If the Offeror or Offerors proposed Teammate does not demonstrate organizational capability for that PWS paragraph, input N/A in Column E.

NOTE: The Offerors Name, company name of proposed Teammate, or N/A is required in Column E. Leaving Column E blank is NOT acceptable.

L.3.1.2.2.2 Instructions for completing Attachment 0002, Sec II-Similar Experience (TAB 2) are as follows:

L.3.1.2.2.3 Instructions for completing Attachment 0002, Sec II-Similar Experience (TAB 2), Column E, are as follows:

L.3.1.2.2.3 (a) Line 4 through Line 17, Column E The Offeror shall enter similar experience (in bulleted format) in performing the requirement of the PWS paragraph stated in Column C, which corresponds with the Offeror Name or Teammate name populated in Column G. If the similar experience is from a member of the Offeror JV populated in Column G (if applicable), indicate the name of the Joint Venture member.

L.3.1.2.2.3 (b) Line 18 through Line 32, Column E - For each functional area, the Offeror shall enter similar experience (in bulleted format) in performing the requirement of three of the five PWS paragraphs stated in Column C, which correspond with the Offeror Name or Teammate name populated in Column G. If the similar experience is from a member of the Offeror JV populated in Column G (if

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Name of Offeror or Contractor:

applicable), indicate the name of the Joint Venture member. If similar experience cannot be provided by the Offeror Name or Teammate name populated in Column G, Offeror shall input N/A.

L.3.1.2.2.3 (c) Offerors are encouraged to limit the narrative included for similar experience to 100 words; however, if additional words are necessary to adequately convey the similar experience, the Government will evaluate all information provided in Column E.

L.3.1.2.2.3 (c)(i) An Offerors similar experience shall include contract performance data that reflects the magnitude of work performed in terms of full time equivalents, work orders, material release orders, lines of supply, types and/or models of tactical and non-tactical equipment maintained, value of managed items, fleet size, or number of movements supported, etc., related to the PWS paragraph.

L.3.1.2.2.3(c)(ii) An Offeror shall identify specific STAMIS/AIS examples where STAMIS/AIS were used.

L.3.2.2.3 (c)(iii) The offeror shall provide similar experience for each PWS paragraph identified even if the experience is duplicated in another PWS paragraph.

L.3.2.2.3 (c)(iv) The Offeror shall not merely re-state the requirements mentioned in the RFP, but shall provide narrative evidence from related contract performance to support any statements relating to proposed capabilities or similar experience.

L.3.1.2.2.3 (d) (i) The Offeror may include experience of parent or affiliated company(s), or its teammate(s) parent or affiliated company(s) in Column E. The parent or affiliated company name, and who it affiliates with (the Offeror or Teammate) shall be included with the description.

L.3.1.2.2.3 (d) (ii) If an Offeror includes experience of parent or affiliated company(s) to demonstrate similar experience, then the resources (e.g. workforce, management, facilities or other resources) of the parent or affiliated company that will be provided or relied upon for contract performance shall be provided in Column J (L.3.1.2.2.8).

L.3.1.2.2.4 Instructions for completing Attachment 0002, Sec II-Similar Experience (TAB 2), Column F, are as follows:

L.3.1.2.2.4.1 The Offeror shall provide recent contract numbers which demonstrate relevant past performance. The Offerors contract reference number shall fall under one of the three categories below:

L.3.1.2.2.4.1 (a) If the similar experience performed by the Offeror Name or proposed Teammate Name populated in Column G is for services performed as a Prime contractor on a Government contract, list the Government contract number (and task order, if applicable).

L.3.1.2.2.4.1 (b) If the similar experience performed by the Offeror Name or proposed Teammate Name populated in Column G is for services performed on a private sector commercial contract, provide the private sector commercial contract number.

L.3.1.2.2.4.1 (c) If the similar experience performed by the Offeror Name or proposed Teammate Name populated in Column G is for services performed as a Subcontractor, list the subcontract number. Note: The contract number given for a subcontract is the private sector commercial contract number held between the subcontractor and the Prime, not the contract number between the Government and the Prime.

L.3.1.2.2.4.2 Line 4 through Line 17, Column F - For each line, the Offeror shall enter the recent and relevant contract number (and task order number if applicable) that corresponds with the similar experience described in Column E performed by the contractor populated in Column G for the PWS paragraph in Column C. Offerors are allowed to use more than one contract number or task order number for a PWS paragraph; however, if an Offeror uses multiple contract numbers or task order numbers for a PWS paragraph, all of the contract numbers shall be performed by the contractor populated in Column G.

L.3.1.2.2.4.3 Line 18 through 32, Column F - For each line that similar experience was identified in Column E, the Offeror shall enter the recent and relevant contract number (and task order number if applicable) that corresponds with the similar experience described in Column E performed by the contractor populated in Column G for the PWS paragraph in Column D. Offerors are allowed to use more than one contract number or task order number for a PWS paragraph; however, if an Offeror uses multiple contract numbers or task order numbers for a PWS paragraph, all of the contract numbers shall be performed by the contractor populated in Column G. If similar experience was not provided in Column E, Offeror shall input N/A.

NOTE: If providing multiple contract numbers or task order numbers for a PWS paragraph, it is NOT ACCEPTABLE to use multiple contractors. All referenced contract numbers or task order numbers SHALL come from the same contractor.

L.3.1.2.2.5 RESERVED

L.3.1.2.2.6 Instructions for completing Attachment 0002, Sec II-Similar Experience (TAB 2), Column H, are as follows:

Name of Offeror or Contractor:

L.3.1.2.2.6 (a) Line 4 through Line 17, Column H - enter the contract Period of Performance for the contract referenced in Column F. If performance is ongoing, identify the anticipated contract completion date (assuming all option periods are exercised). Required format is MMDDYY to MMDDYY. MMDDYY to Present is NOT acceptable. An end date or anticipated end date shall be provided.

L.3.1.2.2.6 (b) Line 18 through Line 32, Column H - enter the contract Period of Performance for the contract referenced in Column F. If performance is ongoing, identify the anticipated contract completion date (assuming all option periods are exercised). Required format is MMDDYY to MMDDYY. MMDDYY to Present is NOT acceptable. An end date or anticipated end date shall be provided. If similar experience was not provided in Column E, Offeror shall input N/A.

L.3.1.2.2.6 (c) Failure to provide recent contract references in Attachment 0002 will render the proposal incomplete and it will not be further evaluated for a BOA.

L.3.1.2.2.7 Instructions for completing Attachment 0002, Sec II-Similar Experience (TAB 2), Column I, are as follows:

L.3.1.2.2.7 (a) Line 4 through Line 17, Column I - enter the Physical Place(s) of Performance of the contract referenced in Column F.

L.3.1.2.2.7 (b) Line 18 through Line 32, Column I - enter the Physical Place(s) of Performance of the contract referenced in Column F. If similar experience was not provided in Column E, Offeror shall input N/A.

L.3.1.2.2.8 Instructions for completing Attachment 0002, Sec II-Similar Experience (TAB 2), Column J, are as follows:

L.3.1.2.2.8 (a) Line 4 through Line 17, Column J - if the Offeror or Proposed Teammate is using similar experience of a parent or affiliated company in Column E, provide a description of the relationship between the parent or affiliated company and the Offeror or Teammate. The description shall include how the Offeror will use the resources (e.g. workforce, management, facilities or other resources) of the parent or affiliated company and how the resources will be provided or relied upon for contract performance, such that the parent or affiliate will have meaningful involvement in contract performance.

L.3.1.2.2.8 (b) Line 18 through Line 32, Column J - if the Offeror or Proposed Teammate is using similar experience of a parent or affiliated company in Column E, provide a description of the relationship between the parent or affiliated company and the Offeror or Teammate. The description shall include how the Offeror will use the resources (e.g. workforce, management, facilities or other resources) of the parent or affiliated company and how the resources will be provided or relied upon for contract performance, such that the parent or affiliate will have meaningful involvement in contract performance. If similar experience is not provided in Column E, Offeror shall input N/A.

L.3.1.2.2.8 (c) Failure to provide or complete the Attachment 0002 - EAGLE Organizational Capability and Similar Experience in its entirety (all columns filled out IAW RFP) and in its required file type and in the version supplied as of the closing date of the RFP shall render the Offeror's proposal noncompliant. The proposal will not be evaluated and will not be further considered for execution of a BOA. The offeror shall not add or delete tabs, as doing so shall render the offerors proposal noncompliant.

L.3.1.3 All contract references provided in Column F of Attachment 0002, (TAB 2), shall also be provided in Attachment 0006, Past Performance Proposal (L.4.1.2).

L.4 PAST PERFORMANCE

L.4.1 For the purposes of this BOA RFP:

L.4.1.1 All contract references provided shall include recent, relevant performance under Government, (Federal, state, local) and/or commercial contracts (subcontracts). Please note that references provided on classified contracts cannot be verified, and will not be evaluated.

L.4.1.1.1 In performing the evaluation of an offerors past performance, the Government will utilize the contract references provided in Attachment 0002- EAGLE Organization Capability and Similar Experience Proposal Workbook, Attachment 0006 - Past Performance Proposal and Attachment 0004 - Performance Questionnaire.

L.4.1.1.1 (a) Offerors shall submit only one completed Attachment 0006.

L.4.1.1.1 (b) In order for the Government to evaluate past performance for the references listed in Attachment 0006, the Offeror shall include only one recent and relevant contract number or subcontract number/private sector prime contract number in the contract number field (and only one (1) corresponding task order number if applicable). Failure to provide only one (1) task order number, when applicable, will result in the reference not being evaluated for past performance.

L.4.1.2 Attachment 0006 - Past Performance Proposal, Section I Organizational Capability References:

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L.4.1.2.1 Offerors shall complete Attachment 0006 - Past Performance Proposal, Section I Organizational Capability References (Org Cap References) (TAB 1) in its entirety.

L.4.1.2.2 Offerors are allowed to submit up to three (3) recent and relevant references for themselves and their proposed teammates over and above the references provided in Attachment 0002- EAGLE Organization Capability and Similar Experience Proposal Workbook. At a minimum, the references for the Offeror and proposed teammates in Attachment 0002 (TAB 2).shall be included in Attachment 0006 - (TAB 1).

L.4.1.2.3 Instructions for completing Attachment 0006 - Past Performance Proposal, Section I Organizational Capability References (TAB 1) are as follows:

L.4.1.2.3 (a) Line 1 - The Offeror shall enter the name of the Offeror. If proposing as a Joint Venture, enter JV after the Offeror name.

L.4.1.2.3 (b) Line 2 - The Offeror shall enter the CAGE code of the Offeror, as identified in SAM. The CAGE Code consists of five (5) alphanumeric digits and does not begin with the letter O.

L.4.1.2.3 (c) Line 3 - The Offeror shall enter the proposal submission date. Date shall include the month, day, and year.

L.4.1.2.3 (d) Column B: The Offeror shall provide recent contract numbers which demonstrate relevant past performance. The Offerors contract reference number shall fall under one of the three categories below:

L.4.1.2.3 (d)(i)Provide one (1) recent and relevant Government Contract Number (and one (1) corresponding task order number, if applicable) which demonstrated relevant past performance as the Prime on a Government contract. If past performance is from services performed by a Prime contractor on a Government contract, list the Government contract number (and task order, if applicable)OR;

L.4.1.2.3 (d)(ii)Provide one (1) recent and relevant private sector Prime contract number which demonstrated relevant past performance by the Offeror or Teammate on a private sector contract. If past performance is from services performed on a private sector contract, provide the private sector contract number OR;

L.4.1.2.3 (d)(iii) Provide one (1) recent and relevant subcontract number which demonstrated relevant past performance by the Offeror or Teammate as a subcontractor on a Government contract. If similar experience is from services performed as a Subcontractor, list subcontract number (DO NOT provide the Prime Government contact number).

Note: The contract number given for a subcontract is the private sector commercial contract number held between the subcontractor and the Prime, not the contract number between the Government and the Prime.

L.4.1.2.3 (e) Column C: The Offeror shall enter one (1) name for the Offeror or Proposed Teammate and corresponding CAGE Code (as identified in SAM) who performed the requirements of the contract number listed in Column B.

Note: The Offeror may include past performance of a parent or affiliated company, or its teammate(s) parent or affiliated company in Column C. If a parent or affiliated companys past performance is used, the Offeror or Teammate name (and corresponding CAGE Code) with whom the parent or affiliated company affiliates with shall be included in parenthesis. For example: Parent or Affiliated Company A (Teammate B CAGE Code).

L.4.1.2.3 (f) Column D: The Offeror shall state if the contractor listed in Column C performed the work as a Prime or Subcontractor for the contract number listed in Column B.

L.4.1.2.3 (g) Column E: The Offeror shall enter the contract Period of Performance for the contract number listed in Column B. Ongoing contracts must use contract completion date (considering all option periods are exercised). Required format is MMDDYY to MMDDYY. MMDDYY To Present is not acceptable.

L.4.1.2.3 (h) Column F: The Offeror shall enter the Physical Place(s) of Performance for the contract number listed in Column B.

L.4.1.2.3 (i) Column G: The Offeror shall enter the description of work performed against the contract number listed in Column B. Offerors shall provide a brief narrative description of the actual work performed and in the applicable functional area(s) (i.e. maintenance, supply, transportation).

L.4.1.2.3(i)(1) Offerors are encouraged to limit the narrative describing the relevant experience to a total of 100 words per contract reference. If a functional area does not apply to the contract reference, insert N/A for the applicable functional area.

L.4.1.2.3 (i)(2) The Government reserves the right to determine whether the experience provided is relevant.

L.4.1.2.3 (j) Column H: The Offeror shall enter the Average Annual Dollar Value for the contract number listed in Column B. Average

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Annual Dollar Value is total obligation to date divided by the years of contract performance to date.

L.4.1.2.3 (k) Column I: The Offeror shall enter the Total (Projected) Contract Value for the contract number listed in Column B, assuming all option periods will be exercised.

L.4.1.2.3 (l) Column J and K: In each column, the Offeror shall provide the name and contact information of a current Customer POC, to include valid title, complete phone number and current e-mail address, which can verify the description of work provided in Column G for the contract number listed in Column B. The POC(s) provided should have direct knowledge of the work performed.

i. For a Government contract as a Prime, the POC shall be a Government contracting representative.

ii. For a Government contract as a subcontractor, the POC(s) shall be a representative of the Prime contractor with whom the subcontract terms were entered into.

iii. For a private commercial contract or a subcontract, the POC(s) shall be a representative of the entity with whom the private or subcontract terms were entered into.

iv. If only one Customer POC is available, insert N/A for the second POC in Column K.

L.4.1.2.3 (m) Column L: If the contract number in Column B is for a Parent or Affiliated Company of the Offeror or proposed Teammate, the Offeror shall:

i. Provide a description of the relationship between the Parent or Affiliated Company listed in Column C to the Offeror or Teammate listed in conjunction with it.

ii. If a parent or affiliated company was not listed in Column C, enter N/A in Column L.

L.4.1.2.3 (p) Failure to provide or complete the Attachment 0006 -Past Performance Proposal in its required file type and in the version supplied as of the closing date of the RFP shall render the Offeror's proposal incomplete. The proposal will not be evaluated and will not be further considered for execution of a BOA. The Offeror shall not add or delete tabs, as doing so shall render the offerors proposal noncompliant.

L.4.1.3 Attachment 0006 - Past Performance Proposal, Section II Additions (TAB 2):

L.4.1.3.1 Offerors are allowed to submit additional teammates in TAB 2 Section II Additions of Attachment 0006 - Past Performance Proposal. These teammates may add to the Offerors capability above those teammates provided in Attachment 0002 - EAGLE Organizational Capability and Similar Experience Proposal Workbook, for use under a resultant Basic Ordering Agreement (BOA). There is no limit to the number of additional teammates that can be submitted in Attachment 0006 - Past Performance Proposal, Section II Additions (TAB 2) since the additional teammates are only in addition to the Offerors proposed organizational capability. Offerors are afforded the opportunity to submit up to three (3) recent and relevant contract references for each additional teammate. The additional teammates included in Attachment 0006 - Section II Additions (TAB 2) will be evaluated for past performance only.

L.4.1.3.2 Follow the instructions in L.4.1.2.3 (a) through (m) to complete Attachment 0006 Past Performance Proposal, Section II Additions (TAB 2) for additional teammates.

L.4.3 Offerors shall complete Attachment 0003 - Letter of Consent.

L.4.3 (a) The Offeror shall provide a consent letter for each Joint Venture partner, (if applicable), each proposed teammate listed on TAB 1, and each additional teammate submitted on TAB 2 (if applicable) using the Consent Form provided in Attachment 0003 - Letter of Consent. This letter allows the release of the Joint Venture partners or teammates present and past performance information to the Offeror.

L.4.3.(b) Failure to provide the Attachment 0003 - Letter of Consent for each proposed teammate will render the Offeror's proposal noncompliant. The proposal will not be evaluated and will not be further considered for execution of a BOA.

L.4.5 Offerors shall complete Attachment 0004 - Performance Questionnaire.

L.4.5.1 The Offeror shall provide a performance questionnaire for itself, each Joint Venture partner (if applicable), each proposed teammate from TAB 1, and each additional teammate from TAB 2 using the Performance Questionnaire provided in Attachment 0004 - Performance Questionnaire. Instructions for completing Attachment 0004 - Performance Questionnaire are as follows:

L.4.5.1 (a) Offerors Name: Enter the name of the Offeror. If proposing as a Joint Venture, enter JV after the Offerors name.

L.4.5.1 (b) Joint Venture Partner(s)/Proposed Teammate/Additional Teammate: Enter the name of the joint venture partner, proposed

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teammate from TAB 1, or additional teammate from TAB 2 that this performance questionnaire applies to. If the performance questionnaire applies to the Offeror, enter N/A.

L.4.5.1 (c) Question 1: Identify all recent and relevant contracts where performance problems were experienced that occurred no earlier than three years prior to the closing date of this RFP. This request applies to all recent and relevant contracts regardless of whether or not it was proposed as a contract reference for this RFP. If performance problems were experienced for any recent and relevant contracts, mark an x for YES; if performance problems were not experienced for any recent and relevant contracts, mark an x for NO.

L.4.5.1 (d) Question 2: For each recent and relevant contract where performance problems were experienced, provide an explanation of performance problems experienced and accurate point of contact information. In addition, copies of any Contract Deficiency Reports (CDRs), cure notices, or show cause letters shall be provided for each contract number provided in response to Question 2. If an additional recent and relevant contract(s) experienced performance problems, include the contract(s) information in the format identified in Question 2.

L.4.5.1 (d) (i) Enter the contract number and task order (if applicable). If performance problems were not experienced for any recent and relevant contracts mark N/A.

L.4.5.1 (d) (ii) - (iv) Provide a POC name, e-mail, and phone number who can confirm the success of the corrective measure. If performance problems were not experienced for any recent and relevant contracts mark N/A for (ii), (iii), and (iv).

L.4.5.1 (d) (v) Provide an explanation, which shall include what performance problems were experienced, description of the corrective actions taken to avoid recurrence of the problem, and description of the extent to which the corrective action has been successful. If performance problems were not experienced for any recent and relevant contracts mark N/A.

L.4.5.1 (e) Question 3: Identify all recent contracts that were terminated for default or terminated for cause, in whole or in part, no earlier than three years prior to the closing date of this RFP. This request applies to all contracts regardless of whether or not the contract meets the definition of relevance in M.2.3.5 and regardless of whether or not it was proposed as a contract reference for this BOA RFP. If any recent contracts were terminated for default or cause, mark an x for YES; if no recent contracts were terminated for default or cause, mark an x for NO.

L.4.5.1 (f) Question 4: For each relevant contract that was terminated for default or cause, provide the reason for the termination and accurate point of contact information. If an additional recent contract(s) was terminated for default or cause, include the contract(s) information in the format identified in Question 4.

L.4.5.1 (f) (i) Enter the contract number and task order (if applicable). If no recent contracts were terminated for default or cause, mark N/A.

L.4.5.1 (f) (ii) - (iv) Provide a point of contact name, e-mail, and phone number. If no recent contracts were terminated for default or cause, mark N/A for (ii), (iii), and (iv).

L.4.5.1 (f) (v) Provide a reason for the termination. If no recent contracts were terminated for default or cause, mark N/A.

L.4.5.1 (g) Failure to provide Attachment 0004- Performance Questionnaire for the Offeror and each teammate shall render the Offeror's proposal noncompliant. The proposal will not be further evaluated and will not be further considered for execution of a BOA.

L.5 Offerors shall complete Attachment 0008 - Team Arrangement.

L.5.1 Instructions for completing Attachment 0008 Team Arrangement are as follows:

L.5.1 (a) Offeror: If proposing as a Joint Venture, enter JV after the Offerors name.

L.5.1 (b) CAGE: Enter the Offerors CAGE code as identified in the System for Award Management (SAM). The CAGE Code consists of five (5) alphanumeric digits and does not begin with the letter O. The CAGE Code provided will be utilized in Step 3 when determining organizational capability of proposed teammates at the task order level.

L.5 (b)(i) If Company Names and corresponding Commercial and Government Entity (CAGE) codes (as identified in the System for Award Management (SAM)) for the Offeror and proposed teammate(s) are not consistent when referenced throughout the proposal, the Offeror's proposal shall be considered noncompliant and will not be further evaluated for execution of a BOA.

L.5.1 (c) RFP Number: The Offeror shall ensure that the RFP number populated is accurate.

L.5.1 (d) Date of Proposal: The Offeror shall enter the proposal submission date. Date shall include the month, day, and year.

L.5.1 (e) Organizational Capability: The Offeror shall identify the proposed teammate(s) and corresponding CAGE Code as identified in

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SAM that make up the Offerors organizational capability identified in Attachment 0002- EAGLE Organizational Capability and Similar Experience Worksheet. Each proposed teammate shall have one (1) corresponding CAGE code that is utilized throughout the Offerors proposal. Names provided shall be the complete company name as referenced in all attachments and SAM registration. Organizational Capability is limited to ten (10) teammates (including the Offeror). It is assumed that if an Offeror proposed a teaming partner (s) in Step Two, the BOA Holder did so because it was not able to fulfill all requirements of the functional areas of the solicitation without using said approved teammate (s). If the Offeror is not proposing teammates, indicate so by listing N/A on line 1 below under Organizational Capability.

L.5.1 (f) Additions: The Offeror shall identify if they wish to have teammates that add to its capability above those teammates provided in Attachment 0002 - EAGLE Organizational Capability and Similar Experience Worksheet. Additional teammates are teammates identified in Attachment 0006 - Past Performance Proposal, Section II Additions (TAB 2). Each additional teammate in Attachment 0006 - Past Performance Proposal, Section II Additions (TAB 2) shall be identified in this Additions section. For each additional teammate, provide the name and corresponding CAGE code as identified in the SAM. There is no limit to the number of additional teammates (Additions) that can be proposed in Attachment 0006 Past Performance Proposal, (TAB 2) since the additional teammates are only adding capability to an Offerors proposed organizational capability.

L.5.1 (g) Failure to provide the Attachment 0008 Team Arrangement shall render the Offeror's proposal noncompliant. If Company Names and corresponding Commercial and Government Entity (CAGE) codes (as identified in the System for Award Management (SAM)) for Offeror and proposed Teammate(s) are not consistent when referenced throughout the proposal, the Offeror's proposal shall be considered noncompliant and will not be further evaluated for execution of a BOA.

*** END OF NARRATIVE L0001 ***

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

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

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

Regulatory Cite	Title	Date
L-1 52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE	JAN/2004
L-2 52.237-1	SITE VISIT	APR/1984
L-3 252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
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	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a (TBD at Task Order Award) contract resulting from this solicitation.

(End of Provision)

L-6	52.233-2	SERVICE OF PROTEST	SEP/2006
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as

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follows) by obtaining written and dated acknowledgment of receipt from

Army Contracting Command - Rock Island
Attn Angela Quinn
1 Rock Island Arsenal
Rock Island IL 61299-8000

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

(End of Provision)

L-7 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB/1998

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

L-8 52.214-4584 HAND-DELIVERED BIDS, QUOTES, OR PROPOSALS AUG/2013
(ACC-RI)

(a) Should you elect to hand-deliver your bid, quote, or proposal, you must enter Rock Island Arsenal via the Moline entrance gate, and proceed to the Visitor Control Center (Building 23) to obtain a security badge/registration. The Visitor Control Center hours of operation are from 6:00 a.m. until 3:30 p.m. CT. Upon arrival, ask the Visitor Control Center attendant to contact the Army Contracting Command, Rock Island Contracting Center, Bid, Quote and Proposal Receiving Area, (309) 782-3218/1863. If there is no answer on either of these extensions, the attendant should call (309) 782-6895 to reach an alternate point of contact. If you use a delivery service, it is your responsibility to ensure they are provided these instructions.

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

(c) Delivery is to be made to Building 60, 2nd Floor, Southwest Bay near the Southwest Elevator, "Bid, Quote, and Proposal Receiving Area", (309)782-3218/1863. Proposals will be received only in this designated area.

(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-9 52.215-4583 DISCLOSURE OF UNIT PRICES FEB/2004
(ACC-RI)

Unless the offeror notifies the contracting officer, prior to submission of its initial proposal, of an objection to disclosure of its unit price, it is the Government's intent to publicly release (which would include, but is not limited to, a public award synopsis, contractor debrief, procurement history web posting, or Freedom of Information Act (FOIA) request) the unit price(s) stated in the contract awarded under this solicitation. Any objection must be submitted in writing, providing a detailed explanation of how release of the awarded unit price would result in a substantial competitive harm to the contractor.

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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-10 52.233-4503 AMC-LEVEL PROTEST PROGRAM
(ACC-RI)

AUG/2011

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:

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

Packages sent by FedEx or UPS should be addressed to:

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

The AMC-level protest procedures are found at:

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

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

(End of provision)

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SECTION M - EVALUATION FACTORS FOR AWARD

M.1 The Government will pursue the following three phase evaluation approach.

M.1.1 Phase One: The Government will compare the Offerors proposal to Section L in order to perform a compliance review. Any Offerors proposal determined non-compliant per the terms noted in Section L will not be evaluated and will not be further considered for a Basic Ordering Agreement (BOA).

M.1.2 Phase Two: Offerors Technical proposals will be evaluated on an Acceptable Unacceptable basis. Offerors determined to be Technically Acceptable will proceed to Phase 3. Offerors determined to be Technically Unacceptable will not be further evaluated nor considered for a BOA.

M.1.3 Phase Three: Past Performance will be evaluated on proposals that pass Phase Two. Offerors Past Performance proposal will be evaluated on an Acceptable/Unacceptable basis.

M.1.4 Offerors proposals determined to be both Technically Acceptable and receiving a rating of Acceptable for Past Performance will be issued a BOA.

M.2.1 TECHNICAL FACTOR

M.2.1.1 Evaluation of the technical factor includes evaluation of an Offerors proposed organizational capability supported by similar experience. The organizational capability and similar experience evaluation is performed through analysis of the Offerors Attachment 0002, Organizational Capability and Similar Experience Workbook submission. An Offeror shall receive an acceptable rating in each evaluation criteria to receive an overall acceptable rating for the Technical Factor.

M.2.1.1.2 Recency, as it pertains to technical, is a measure of the time that has elapsed since the reference occurred. Recency is generally expressed as a time period during which references are considered relevant. For the purpose of this requirement a recent contract is any contract, task order, and or/delivery order that was performed either as a prime or a subcontractor, with a period of performance anytime within the last three years prior to the closing date of this Request for Proposal (RFP).

M.2.1.1.3 The relevancy of the technical references will be evaluated as follows:

M.2.1.1.3 (a) Relevant: Recent contracts which provide services in any of the three functional areas of Maintenance, Supply and/or Transportation services; representative missions; maintaining equipment; or managing classes of supply as outlined in the PWS.

M.2.1.1.3 (b) Not Relevant: Recent contracts which did not provide services in any of the three functional areas of Maintenance, Supply and/or Transportation services; representative missions; maintaining equipment; or managing classes of supply as outlined in the PWS.

NOTE: Key Personnel experience is not considered relevant and will not be evaluated for similar experience.

M.2.1.2 ORGANIZATIONAL CAPABILITY AND SIMILAR EXPERIENCE:

M.2.1.2.1 Evaluation of Attachment 0002 An Offerors similar experience shall be evaluated to determine if proposed contract performance data adequately demonstrates the magnitude of work performed in terms of full time equivalents, work orders, material release orders, lines of supply, types and/or models of tactical and non-tactical equipment maintained, value of managed items, fleet size, or number of movements supported, etc., to perform the requirement of the PWS paragraph.

M.2.1.2.1 (a) An Offeror meets the qualifications necessary for a category of equipment if they have experience doing maintenance on at least one of the types of equipment in that category.

M.2.1.2.1 (b) The similar experience provided in Column E for a particular PWS paragraph is only evaluated for that PWS paragraph; similar experience reflected for one PWS paragraph will not be considered relevant for another PWS paragraph..

M.2.1.2.1 (c) Organizational Capability and Similar Experience Workbook will be evaluated to determine an Offerors capability to perform maintenance, supply and transportation support services relative to the similar experience provided as follows:

M.2.1.2.1.1 Attachment 0002 - Organizational Capability and Similar Experience Workbook, Section I-Organizational Capability worksheet, (TAB 1): Lines 1 and 2 of the Offerors proposal will be evaluated to determine if it identified the entity that will be the prime contractor.

M.2.1.2.1.2 Attachment 0002 - Organizational Capability and Similar Experience Workbook, Section I-Organizational Capability worksheet, (TAB 1): Line 3 of the Offerors proposal will be evaluated to determine if it identified the date the proposal is submitted.

M.2.1.2.1.3 Attachment 0002 - Organizational Capability and Similar Experience Workbook, Section I-Organizational Capability worksheet, (TAB 1): Lines 4-32 in Column E of the Offerors proposal will be evaluated to determine if the Offerors or the company name of its proposed teammate is input on each line which would demonstrate an organizational capability to perform all PWS paragraphs.

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M.2.1.2.1.4 Attachment 0002 - Organizational Capability and Similar Experience Workbook, Section I-Organizational Capability worksheet, (TAB 1): Lines 33-37 in Column E of the Offerors proposal will be evaluated to determine if the Offeror or its proposed teammate demonstrates an organizational capability to perform a minimum of three mission groups in PWS paragraph 1.2.1 grouped as follows:

- (a) Logistics Readiness Center (LRC) made up of IMMA/CIF/SSA/TMP/ITO/ASP;
- (b) APS/Direct Theater Support/Theater Provided Equipment/ In-theater maintenance;
- (c) LBE/PDTE;
- (d) NEF/NET;
- (e) ARFORGEN/RESET

M 2.1.2.1.5 Attachment 0002 - Organizational Capability and Similar Experience Workbook, Section I-Organizational Capability worksheet, (TAB 1): Lines 38-42 in Column E of the Offerors proposal will be evaluated to determine if the Offeror or its proposed teammate demonstrates an organizational capability to perform a minimum of three equipment maintenance groups from PWS paragraph 2.1 grouped as follows:

- (a) Track vehicles, major weapon systems;
- (b) Tactical wheel, non tactical wheel, automotive, ground support equipment, small-engine driven devices, allied trades;
- (c) Armament, artillery, small arms;
- (d) Communications and electronics;
- (e) Construction / engineer equipment

M 2.1.2.1.6 Attachment 0002 - Organizational Capability and Similar Experience Workbook, Section I-Organizational Capability worksheet, (TAB 1): Lines 43-46 in Column E of the Offerors proposal will be evaluated to determine if the Offeror or its proposed teammate demonstrates an organizational capability to perform services involving a minimum of two supply class groups from PWS paragraph 2.2 grouped as follows:

- (a) Classes of Supply (I, II, IV);
- (b) Classes of Supply (III, IIIP);
- (c) Classes of Supply (VII, IX);
- (d) Class of Supply (V)

M 2.1.2.1.7 Attachment 0002 - Organizational Capability and Similar Experience Workbook, Section I-Organizational Capability worksheet, (TAB 1): Lines 47-51 in Column E of the Offerors proposal will be evaluated to determine if the Offeror or its proposed teammate demonstrates an organizational capability to perform services involving a minimum of three transportation capability areas from PWS paragraph 2.3 grouped as follows:

- (a) Personal Property/HHG;
- (b) Billing/Routing;
- (c) Issue/Receipt;
- (d) Deployment planning/movement;
- (e) In-transit Visibility/Tracking

M.2.1.2.1.8 Attachment 0002 Organizational Capability and Similar Experience Workbook, Section II-Similar Experience worksheet (TAB 2), Lines 4-17, Column E of the Offerors proposal will be evaluated to determine if it demonstrates similar experience supporting the proposed organizational capability to perform ALL of the following PWS paragraphs for each of the functional areas of maintenance, supply, and transportation:

M.2.1.2.1.8 (a) Maintenance PWS paragraphs: Installation Materiel Maintenance Activity (Line 4), Field Maintenance on Tactical Equipment (Line 5), Base Operation Equipment Maintenance (Line 6) and Use of applicable Standard Army Management Information Systems (STAMIS)/Army Information Systems (AIS) (Line 7);

M.2.1.2.1.8 (b) Supply PWS paragraphs: Supply Support Activity (SSA) Management (Line 8), Central Issue Facility (CIF) Operation for Organizational Clothing and Individual Equipment (OCIE) (Line 9), Installation Property Book and Equipment Management (Line 10), and Use of applicable STAMIS/AIS (Line 11);

M.2.1.2.1.8 (c) Transportation PWS paragraphs: Non-tactical Equipment Management (Line 12), Household Goods Operations (Line 13), Personnel and Cargo Movement Support (Line 14), Transportation Motor Pool (TMP) Operation Support Services (Line 15), Installation Transportation Office (ITO) (Line 16) and Use of applicable STAMIS/AIS (Line 17).

M.2.1.2.1.9 Attachment 0002 Organizational Capability and Similar Experience Workbook, Section II-Similar Experience worksheet (TAB 2), Lines 18-32, Column E of the Offerors proposal will be evaluated to determine if it demonstrates similar experience supporting the proposed organizational capability to perform three or more of the following PWS paragraph for each of the functional areas of maintenance, supply, and transportation:

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M.2.1.2.1.9 (a) Maintenance PWS paragraphs: Installation Modification Work Order (MWO) (Line 18), Warranty Program Coordination (Line 19), Equipment Condition Classification (Line 20), Corrosion Protection Programs (Line 21), and Test, Measurement and Diagnostic Equipment (TMDE) program (Line 22);

M.2.1.2.1.9 (b) Supply PWS paragraphs: Individual Chemical Equipment Management Program (ICEMP) (Line 23), Property Accountability (Line 24), Ammunition Supply Operations and Ammunition Supply Point (ASP) Management (Line 25), Fuel Support (CL III Bulk) (Line 26), and Central Receiving Point (Line 27);

M.2.1.2.1.9 (c) Transportation PWS paragraphs: Equipment Operator Training and Testing (Line 28), Railhead Operations (Line 29), Local Drayage Operations (Line 30), Unit Movement (Deployment/Redeployment) Support (Line 31), and Arrival/Departure Airfield Control Group (A/DACG) (Line 32).

M.2.2.2 Technical Factor will be rated as follows:

M.2.2.2 (a) Acceptable: Proposal clearly meets the minimum requirements of the solicitation.

M.2.2.2 (b) Unacceptable: Proposal does not clearly meet the minimum requirements of the solicitation.

M.2.3 PAST PERFORMANCE FACTOR

M.2.3.1 Past performance information is evaluated as a predictor of future contract performance. The Government will assess how well the Offeror performed on recent and relevant contracts to determine the expectation that the Offeror will successfully complete the requirements in accordance with the terms of the PWS.

M.2.3.2 The Offeror will be assessed individually and/or collectively (in the case of teammates and joint venture partners) and the results will then be assessed in their totality to determine the Offerors Past Performance Evaluation Rating of Acceptable or Unacceptable.

M.2.3.3 The Government will utilize the contract references provided in Attachment 0004 - Performance Questionnaire and Attachment 0006 Past Performance Proposal to evaluate past performance. In order for the Government to evaluate past performance for the references listed in Attachment 0006, the Offeror shall include the recent and relevant task order number (if applicable) in the contract number field. Failure to provide an applicable task order number may result in the reference not being evaluated.

M.2.3.3 (a) In conducting the past performance evaluation, the Government intends to search the Past Performance Information Retrieval System (PPIRS), and Federal Awardee Performance and Integrity Information System (FAPIS).

M.2.3.3 (b) The Government may use information obtained from other available sources; this may include relevant databases or known information about performance under recent/relevant contracts whether or not those contracts are disclosed to the Government by the Offeror, including but not limited to, speaking with other Government agencies regarding past performance.

M.2.3.3 (c) The Government may also consider past performance information regarding predecessor companies, other corporate entities, or subcontracts where such information is relevant to this acquisition. It may also use any significant past performance that occurs after the solicitation closing date and prior to execution of the Basic Ordering Agreement, to include performance history of other EAGLE task orders.

M.2.3.4 The Recency and Relevancy of each contract reference will be determined first. Only Recent and Relevant past performance references will be further evaluated.

M.2.3.4.1 Recency, as it pertains to past performance, is a measure of the time that has elapsed since the past performance reference occurred. Recency is generally expressed as a time period during which past performance references are considered relevant. For the purpose of this requirement a recent contract is any contract, task order, and or/delivery order that was performed either as a prime or a subcontractor, with a period of performance anytime within the last three years prior to the closing date of this Request for Proposal (RFP.)

M.2.3.5 The relevancy of the past performance information will be evaluated as follows:

M.2.3.5 (a) Relevant: Recent contracts which provide services in any of the three functional areas of Maintenance, Supply and/or Transportation services; representative missions; maintaining equipment; or managing classes of supply as outlined in the PWS.

M.2.3.5 (b) Not Relevant: Recent contracts which did not provide services in any of the three functional areas of Maintenance, Supply and/or Transportation services; representative missions; maintaining equipment; or managing classes of supply as outlined in the PWS.

M.2.3.6 The Government may consider the recency, relevancy, source and contract 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

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relevant data in any element can become an important consideration in the assessment process. A negative finding in any element may result in an overall unacceptable rating.

M.2.3.7 Past Performance Factor will be rated as follows:

M.2.3.7 (a) Acceptable: Based on the Offerors performance record the Government has a reasonable expectation that the Offeror will successfully perform the required effort, or the Offerors performance record is unknown.

M.2.3.7 (b) Unacceptable: Based on the Offerors performance record the Government has a reasonable expectation the Offeror will not be able to successfully perform the required effort.

Note: In the case of an Offeror without a record of relevant past performance, an Offeror for whom information on past performance is not available, or an Offeror whose record is so sparse that no meaningful past performance rating can be reasonably assigned, an Offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305(a)(2)(iv)). Therefore, the Offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, unknown shall be considered acceptable.

In order to receive an Executed BOA an Offeror shall receive an Acceptable rating in Past Performance.

*** END OF NARRATIVE M0001 ***

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

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

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